WATAUGA COUNTY BOARD OF EDUCATION
Margaret E. Gragg Education Center
175 Pioneer Trail Boone, NC 28607
(828) 264-7190

WATAUGA COUNTY BOARD OF EDUCATION MEETING AGENDA

August 10, 2026

4:30 p.m. **1. CALL TO ORDER** — Board Chair

4:33 p.m. **2. CLOSED SESSION** — Board Chair

A. Approval of the Minutes for 7/13//2026
B. Reportable Offenses – N.C.G.S.115C-288(g)
C. Student Records - N.C.G.S.143-318.11(a)(1)
D. Personnel – N.C.G.S.143-318.11(a)(6)
E. Attorney-Client - N.C.G.S. 143-318.11(a)(3)

6:00 p.m. **3. OPEN SESSION CALL TO ORDER** — Board Chair

6:03 p.m.: **4. DISCUSSION AND ADJUSTMENT OF AGENDA** — Board Chair

6:05 p.m. **5. SUPERINTENDENT'S REPORT** — Dr. Leslie Alexander

6:08 p.m. **6. PUBLIC COMMENT** — Board Chair

6:13 p.m. **7. CONSENT AGENDA** — Board Chair

A. Approval of the Minutes for 7/13/2026 (Work Session and Open Session)
B. Field Trip Request
C. Declaration of Surplus
D. 2027-28 LEA Calendar Waiver Request Form
E. Advanced Teaching Roles (ATR) Grant Application
F. Personnel Report

6:15 p.m. **8. ACTION ITEM:** — Board Chair
VALLE CRUCIS ARCHITECT CONTRACT

6:20 p.m.	**9. ACTION ITEM:** **APPROVAL OF THE RFQ FOR ARTIFICIAL TURF**	Board Chair
6:25 p.m.	**10. INCLEMENT WEATHER ADMINISTRATIVE REGULATION 7550**	Dr. Chris Blanton
6:35 p.m.	**11. POLICIES: SUBSTANTIVE FOR SECOND READ** • 1310/4000 (WCBE 4002): Parental Involvement • 3225/4312/7320: Technology Responsible Use	Dr. Tierra Stark
6:40 p.m.	**12. POLICY: SUBSTANTIVE FOR FIRST READ** • 6315: Drivers and Vehicles • 3320: School Trips	Dr. Tierra Stark
6:50 p.m.	**13. BOARD OPERATIONS**	Board Chair
6:55 p.m.	**14. BOARD COMMENTS**	Board Chair
7:00 p.m.	**15. ADJOURNMENT**	Board Chair

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WATAUGA COUNTY BOARD OF EDUCATION MEETING

DATE: July 13, 2026

TIME: 10:30 a.m.

PLACE: Blue Ridge Energy

PRESENT:

- Gary Childers, Alison Idol, Marshall Ashcraft, Jay Fenwick, Adam Hege, *BOE Members*
- Dr. Leslie Alexander, *Superintendent*
- Dr. Chris Blanton, *Assistant Superintendent*
- Mr. Chris Campbell, *Board Attorney*

CALL TO ORDER

A special work session was held to provide Board members an opportunity to engage in more in-depth collaboration on several important topics. Board Chair Dr. Gary Childers called the meeting to order at 12:04 p.m.

ACADEMIC & FINANCIAL UPDATES

Dr. Leslie Alexander began by reviewing student performance data from the 2025-26 school year. Overall, student proficiency increased across multiple grade levels and subject areas, with all cohorts in grades 4-8 showing increased proficiency compared to the previous year. All schools participated in retesting this year, and as a result, 161 student scores moved to proficient. She noted that, beginning with the 2026-27 school year, retesting will count toward student growth in addition to proficiency.

Dr. Alexander shared the district's financial performance for the 2025-26 school year, including the primary funding sources: federal funds (4%), special grants (7%), state funds (61%), and local funds (28%). She discussed the monitoring reports used throughout the year to ensure appropriate use of state, federal, local, and grant funds; proper position allotments; licensing compliance; and the prevention of negative balances. Dr. Alexander emphasized the district's commitment to maximizing available resources and grant opportunities while maintaining responsible financial management to support long-term fiscal stability.

FEMA PROJECT UPDATES

Dr. Chris Blanton provided an update on the FEMA Slope Failure Project, which involves repairing the washout adjacent to the Transportation Department at the Maintenance Building. He reported that two proposals were received in response to the Request for Proposals and recommended awarding the contract to Estate Maintenance Company, the lowest bidder meeting all project requirements, pending Board approval.

Dr. Blanton provided an update on the Flag Football/Baseball Field Turf Project. He reported that three qualification packets were received through the Request for Qualifications (RFQ) process, with two firms recommended for interviews, pending Board approval. He also shared that the geothermal system beneath the baseball field has been discussed with both finalists and that Yadkin Well Company has been consulted. A recommendation for the design-build contract is expected to be presented at the August Board meeting.

Dr. Alexander reviewed the goals for the space to be reconstructed at the former Valle Crucis School. The project will focus on maximizing use of the existing 28,000-square-foot space, with current planning needs estimated between 21,000 and 24,000 square feet. She stated that the architect contract is expected to be presented for Board approval at the August Board meeting.

INCLEMENT WEATHER LEAVE POLICY

Dr. Blanton presented an overview of Inclement Weather Policy Regulation 7550 and shared that feedback from principals and directors regarding the potential impacts of the proposed changes had been reviewed. He explained that the revised instructional day requirements are expected to reduce the number of remote learning days needed during inclement weather events. If approved, the regulation would expand the number of employees eligible to work remotely when appropriate. The Board expressed support for the regulation and agreed to move it forward for presentation in August.

HUMAN RESOURCES

Dr. Blanton provided an update on staffing changes for the 2026-27 school year, including teacher and teacher assistant reductions, non-school-level adjustments, additions, and current vacant positions.

Dr. Alexander shared information about the Advanced Teaching Roles Program, which develops teacher leaders to provide team leadership, coaching, co-teaching support, and professional learning aligned with the WCS instructional framework and North Carolina Standard Course of Study. The three-year program provides funding for planning, professional development, compensation model transitions, and implementation. The district will use data on teacher attrition, staffing needs, school performance, certification levels, and student achievement to identify areas of greatest impact. The Board expressed support for the program and authorized the district to proceed with the grant application process.

MISCELLANEOUS

Dr. Alexander shared that educators will begin using an online Field Trip Request form in the 2026-27 school year.

The Board discussed the proposed wrestling facility and identified the need for additional project information from a general contractor. The discussion also included potential legal considerations, and Board Attorney Chris Campbell will prepare questions regarding anticipated construction costs, ongoing operational expenses such as utilities and maintenance, and other relevant factors to assist the Board in evaluating the proposal.

ADJOURNMENT

Dr. Childers announced the adjournment of the meeting at 3:50 p.m.

Dr. Gary L. Childers, *Board of Education Chair*

Dr. Leslie Alexander, *Superintendent*

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WATAUGA COUNTY BOARD OF EDUCATION MEETING

DATE: July 13, 2026
TIME: 6:30 p.m.
PLACE: Margaret E. Gragg Education Center
PRESENT:

- Marshall Ashcraft, Gary Childers, Alison Idol, Adam Hege, *BOE Members*
- Dr. Leslie Alexander, *Superintendent*

CALL TO ORDER/WELCOME/MOMENT OF SILENCE

Board Chair Dr. Gary Childers called the open session to order at 7:00 p.m. He welcomed those in attendance and asked everyone to observe a moment of silence.

DISCUSSION AND ADJUSTMENT OF AGENDA

The agenda was amended to add Public Comment as item #5. The Approval of the Request for Qualifications (RFQ) for Artificial Turf was removed from the agenda and will be presented at the August Board of Education meeting.

PUBLIC COMMENT

Three citizens addressed the Board during Public Comment.

- Julianna Burgess spoke about technology in the classroom, specifically the use of Chromebooks. She expressed concerns about research suggesting that digital learning may have unintended consequences for students.
- Christine Quattro, representing a group of parents with children entering kindergarten, presented a petition expressing opposition to the extended daily use of tablets in grades K–2.
- Paul Sebastian spoke regarding the proposed turf field project and requested equity in the decision-making process for men's and women's sports.

CONSENT AGENDA

A. Approval of the Minutes for 6/22/2026
B. Field Trip Request
C. Declaration of Surplus

D. 2026-27 WCS After School Rates/Fees
E. FEMA Slope Failure Project
F. Superintendent's Amended Contract
G. Personnel Report

Alison Idol moved to approve the Consent Agenda. Dr. Adam Hege seconded the motion, which was unanimously approved.

POLICIES: SUBSTANTIVE FOR FIRST READ

- 1310/4000 (WCBE 4002): Parental Involvement
- 2330 (WCBE 1430): Board Meeting Agenda
- 2340 (WCBE 1440): Parliamentary Procedures
- 3225/4312/7320: Technology Responsible Use
- 4318: Use of Wireless Communication Devices
- 4342: Student Searches
- 5071/7351: Electronically Stored Information Retention
- 6220: Operation of School Nutrition Services
- 7130: Licensure

Dr. Tierra Stark, Director of Accountability and Federal Programs, presented revisions to several Board policies. Marshall Ashcraft moved to approve the following policies on first read: 2330 (WCBE 1430), 2340 (WCBE 1440), 4342, 5071/7351, 6220, and 7130. Dr. Adam Hege seconded the motion. and it was approved by the Board.

BOARD OPERATIONS

Dr. Childers informed Board members that the NCSBA and NWRESA LEAD (Leadership Education and Development) training will be held on September 10 from 9:00 a.m. to 12:00 p.m. in Lenoir for any members interested in attending.

BOARD COMMENTS

There were no additional comments.

ADJOURNMENT

Dr. Adam Hege moved to adjourn the open session and return to closed session. Alison Idol seconded the motion, and it was approved by all members. The open session meeting adjourned at 7:55 p.m.

Dr. Gary Childers, *Board of Education Chair*

Dr. Leslie Alexander, *Superintendent*

WATAUGA COUNTY FIELD TRIP REQUEST FORM

This request is for a: ___ day trip ___out of state day trip ___overnight trip ✓overnight & out of state trip

Day trips must be submitted to the principal 15 days before the trip. Overnight trip requests must be submitted to the superintendent by the first day of each month. Overnight field trips require the prior approval of the principal, transportation director, superintendent, and Board of Education. All trips utilizing rental or charter vehicles require the prior approval of the transportation director. No employee will transport students in a personal vehicle and no employee or volunteer driver will transport students in a 12-15 passenger van. No more than five students will be transported by a school system employee or volunteer in any one vehicle other than a school bus or activity bus.

Sponsoring teacher: (Print) Kim Henderson School: Cove Creek

Cell phone number: 910-612-1662 Grade(s): 8th Number of students: 38

Departure time/date: April 6-9, 2027 Return time/date: April 9, 2027

Educational purpose:

Trip destination including city, state, and all places to be visited: (attach detailed itinerary as needed)

Washington, D.C. ~ itinerary attached

Purpose of trip and how it relates to the curriculum: Please see attached explanation with standards addressed.

*Need name and address of hotel

Supervision and Safety:

Names of all school staff chaperones: Kim Henderson, Jennifer Privette, Farzana Stanley, Amanda Combs OR Jenna Doll

Names of all non-school chaperones: To be determined with background checks through WCS.

All chaperones have a background check completed: Pending Sponsoring teacher initials: KH

Are all site(s) accessible to students with disabilities? ✓ yes ___ no How will students with disabilities be accommodated for site access and transportation? N/A

Sponsoring Teacher Initials _____ (If applicable) A safety/supervision plan for high risk and/or water activities has been shared with the parents. Please attach a copy of the plan to this form if applicable. No water activities will take place for the duration of the trip.

Transportation plan:

Mode of transportation: _____Yellow bus with wheelchair lift _____Yellow bus without wheelchair lift _____Activity bus with wheelchair lift _____Activity bus without wheelchair lift _____Rental car/mini-van ✓ Charter bus Other (Please explain)_____

Name of charter bus company (if checked above) Burke Educational Tours

(If applicable, bus request form must be attached)

Driver/s: N/A Round trip mileage: _____ # of buses needed: _____

Total cost per student $_____Source of funds: _____

The sponsoring teacher has reviewed Board policies 3320, 3320-R, and 6315: Teacher initials: KH

Approval/Signatures:

Sponsoring teacher signature: _____ Date: 07 / 15 / 26

Principal approval: Farzana Stanes Date: 07 / 15 / 26

Required signatures if applicable:

Transportation Director approval: _____ Date: ___ / ___ / ___

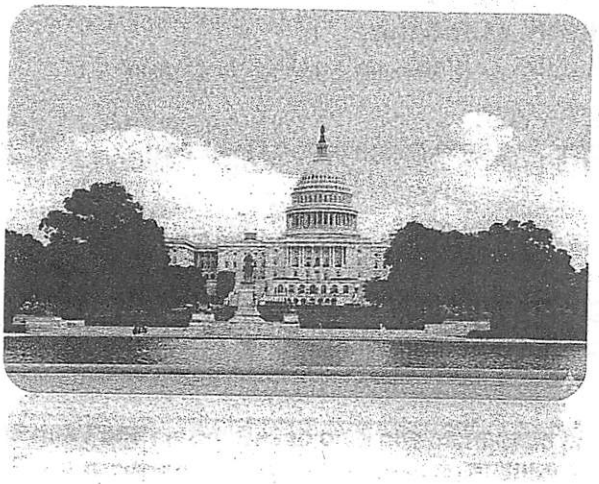
Superintendent approval: _____ Date: 8 / 2 / 26

Board of Education approval: _____ Date: ___ / ___ / ___

pending clear background checks

Revised: November 13, 2017

Burke Educational TRAVEL
A division of Burke International Tours/Christian Tours
P.O. Box 890 | Newton, NC 28658 | 828-465-3900



Washington DC ~ Our Nation's Capital

April 6-9, 2027

Cove Creek School
Middle School Tour

Booking Letter
June 1, 2026

Ms. Kim Henderson

930 Vanderpool Rd
Vilas, NC 28692

School Phone: 828-297-2781
Cell Phone: 910-612-1662

hendersonk@wataugaschools.org

Day 1 (Tuesday):
- Coach arrives for boarding at 7:00 am
- Depart the school at 7:30 am
- Rest or meal stops every two hours
- Fast food lunch ***($15 allowance included)***
- Visit the Udvar Hazy Air and Space Museum
- Pizza dinner ***(included)***
- Visit the Thomas Jefferson Memorial
- Check-in at Washington, DC area hotel ***(3 nights – security included)***

Day 2 (Wednesday):
- Continental breakfast ***(included)***
- Docent led tour of the US Capitol Building
- Lunch at the Capitol ***(voucher included)***
- Visit the Museum of African American History & Culture
- Explore the National Museum of Natural History
- Dinner ***(included)***
- Walking tour of the WWII, Vietnam, Lincoln and Korean Memorials
- Return to the hotel for the evening ***(hotel security)***

Day 3 (Thursday):
- Continental breakfast ***(included)***
- Visit the FDR & MLK Jr Memorials
- Visit the National Archives ***(pending availability)***
- Lunch ***(voucher included)***
- Explore the National Museum of American History
- Tour the Holocaust Museum ***(pending availability)***
- White House photo stop
- Dinner at Pentagon City Mall ***($20 allowance included)***
- Return to the hotel for the evening ***(hotel security)***

Day 4 (Friday):
- Continental breakfast ***(included)***
- Tram tour of Arlington National Cemetery
- Visit Iwo Jima, Marine Corp Memorial
- Lunch ***($15 allowance included)***
- Fast food dinner ***($15 allowance included)***
- Arrive at the school approximately 9:30 pm

***Please note that the United States Holocaust Museum is expected to close in 2027 for maintenance. Exact dates hav not yet been determined. If the closure occurs during your scheduled time in Washington, DC, you will have additional time to explore the Smithsonian Museums. ***

Purpose of this trip and how it relates to the curriculum:

The purpose of this educational trip is to allow Cove Creek 8th Graders to explore Washington D.C., their nation's capital, as an extension to what they are currently learning about U.S. history in Social Studies and how to analyze multiple media of text for ELA. This experience engages multiple senses and hands-on exploration, which will increase their understanding and application of what is learned in school to their lives as future productive citizens of this community and this country. This application also falls under best practices for the 21st-century classroom.

Specific Social Studies standards supported by this trip are as follows:

1. 8.H.1 Apply historical thinking to understand the creation and development of N.C and U.S.
2. 8.H.1.2 Summarize how debate, negotiation, compromise, and cooperation have been used in the history of North Carolina and the nation.
3. 8.H.2.1 Explain how innovation and technology have contributed to change in North Carolina and the nation.
4. 8.C & G.1 Analyze how democratic ideals shaped government in N.C. and U.S.
5. 8.C&G.1.2 Compare how decisions of state and local government conform and conflict with the democratic ideals of the nation.
6. 8.C&G.1.4 Compare different perspectives on the role of state, national, and tribal governments.
7. 8.C&G.1.5 Compare access to democratic rights and freedoms of various indigenous, religious, racial, gender, ability and identity groups in North Carolina and the nation.
8. 8.C&G.2.2 Assess the effectiveness of reforms in terms of the impact on individuals, policies, and institutions in North Carolina and the nation.
9. 8.C & G.2.3 Explain the impact of human and civil rights issues in N.C. and U.S.
10. 8.C.1 Understand how different cultures influenced N.C. and U.S.
11. 8.B.1.1 Determine how the relationship between different regional, social, ethnic, and racial groups have contributed to the development of North Carolina and the nation.

Specific ELA standards supported by this trip are as follows:

1. SL.8.1 Engage in a range of collaborative discussions with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly
2. SL.8.2 Analyze the purpose of information presented in diverse media and formats and evaluate the motives behind its presentation

There will be **no water activities** for the duration of this trip.

Cost: Trip cost is $865 per student for transportation costs, quad hotel occupancy, and private security on our floor from 10:30pm-5:00am for 3 nights. The cost is broken up into monthly payments as well as multiple fundraising opportunities. It includes 3 full meals per day with various choices available. It includes all transportation costs and snacks during travel. All attraction costs, including taxes and gratuities, are included in the trip cost. Please note that students will not need to bring any money with them on the trip, except for personal souvenirs if so desired. Everything related to this trip is included in the single cost.

Declaration of Surplus Items - AUGUST 2026

Date Approved: _____

Bethel

Asset #	Quantity	Description	Usable	Unusable
NONE	1	CABINET- FILING 2 DRAWER		1

1	0	1

Blowing Rock

Asset #	Quantity	Description	Usable	Unusable
40941	1	IFP		1
NONE	1	PHONE- CISCO		1

2	0	2

Cove Creek

Asset #	Quantity	Description	Usable	Unusable
NONE	1	DISPENSER- BOARD PAPER		1

1	0	1

Green Valley

Asset #	Quantity	Description	Usable	Unusable
NONE	3	DESK- WOODE	3	
401573	1	REFRIDGERATOR/FREEZER		1

4	3	1

Hardin Park

Asset #	Quantity	Description	Usable	Unusable
36398	1	CHROMEBOOK- 300e		1
37911	1	CHROMEBOOK HP		1
37936	1	CHROMEBOOK HP		1
37931	1	CHROMEBOOK HP		1
500215	1	DOC CAMERA- ELMO		1
500451	1	DOC CAMERA- ELMO		1
NONE	2	TABLES- SCIENCE		2
NONE	1	CABINET- STORAGE		1
36276	1	CHROMEBOOK 300e		1
NONE	1	COUCH		1
36270	1	CHROMEBOOK 300e		1
NONE	2	CHAIRS		2
36272	1	CHROMEBOOK 300e		1

15	0	15

Mabel

Asset #	Quantity	Description	Usable	Unusable

0	0	0

Parkway

Asset #	Quantity	Description	Usable	Unusable
36204	1	Chromebook		1
36208	1	Chromebook		1
36210	1	Chromebook		1
36211	1	Chromebook		1
36212	1	Chromebook		1
36219	1	Chromebook		1

36221	1	Chromebook	1
36225	1	Chromebook	1
36229	1	Chromebook	1
36230	1	Chromebook	1
36234	1	Chromebook	1
36236	1	Chromebook	1
36237	1	Chromebook	1
33241	1	Chromebook	1
51937	1	Chromebook	1

15	0	15

Valle Crucis

Asset #	Quantity	Description	Usable	Unusable

0	0	0

Watauga High School

Asset #	Quantity	Description	Usable	Unusable
904401	1	SMARTBOARD		1
28956	1	PROJECTER- POWERLITE		1
90659	1	PROJECTER- POWERLITE		1

3	0	3

Central Office

Asset #	Quantity	Description	Usable	Unusable
NONE	1	CABINET- FILE	1	
NONE	1	DESK- LARGE OFFICE WOODE		1

2	1	1

Technology Department

Asset #	Quantity	Description	Usable	Unusable
	0		0	0

Transportation Department

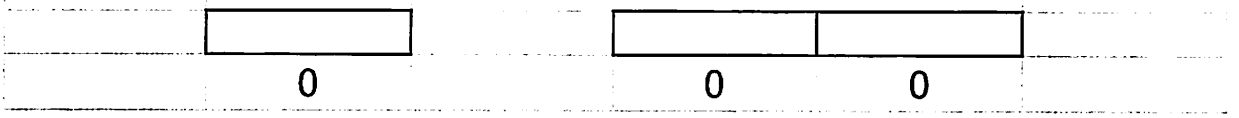
Asset #	Quantity	Description	Usable	Unusable
51185	1	BUS- ACTIVITY 1995		1
51282	1	F250- 2014		1
51147	1	F250 2013		1
51860	1	DODGE RAM-2017		1
50935	1	F250 2003		1
50837	1	F350 2010		1
	0		0	0

Maintenance Department

Asset #	Quantity	Description	Usable	Unusable
	0		0	0

Child Nutrition

Asset #	Quantity	Description	Usable	Unusable


0
0
0

LEA Calendar Waiver Request Form

Per N.C.G.S. 115C-84.2, the first school day for students shall not be earlier than the Monday closest to August 26, and the closing date shall not be after the Friday closest to June 11. LEAs with calendar waivers may open one week earlier, on the Monday closest to August 19.

To be eligible for a calendar waiver, all schools within an LEA must have been closed at least eight full days per year during any four of the last ten years due to severe weather conditions, energy shortages, power failures, or other emergency situations.

A list of exempt school types may be found in the School Attendance and Student Accounting (SASA) Manual.

Complete this form to request an LEA calendar waiver.

School Year: 2027-28

Date of Request: August 10, 2026

LEA Name and Number: Watauga 950

Requested Start Date (no earlier than the Monday closest to August 19): August 16, 2027

Requested Closing Date: May 23, 2028

Date of Local Board Approval: August 10, 2026

Superintendent Signature: _____

LEA Contact Person: Tierra Stark

LEA Contact Email Address: starkt@wataugaschools.org

Email questions and completed forms to Student Accounting.

Watauga County Schools' DRAFT

Advanced Teaching Roles Application

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Executive Summary

WIN WIN 1	***Protecting Hard-Won Excellence: ATR as a Strategic Shield Against Housing and Pipeline Crises***
WIN WIN 2	***Transforming Infrastructure Into Impact: Harnessing WCS's Collaborative Readiness to Elevate All Learners***
WIN WIN 3	***Growing Our Own: Building an Educator Pipeline That Can Withstand a Shifting Labor Market***
WIN WIN 4	***Sustaining Community Investment: Ensuring Every Family's Trust in WCS Is Rewarded for Generations***

Watauga County Schools (WCS) has achieved something rare in North Carolina: sustained, community-wide academic excellence produced by a dedicated, highly skilled educator workforce operating in one of the state's most challenging geographic and economic environments. WCS consistently ranks among the top-performing school districts in the state, with proficiency rates in reading and mathematics that exceed regional and state averages by meaningful margins. These results are a testament to the quality of the professionals who choose to teach in WCS and to the district's relentless commitment to instructional excellence.

That excellence is now at risk. A convergence of structural forces—a catastrophic housing affordability crisis, a declining educator pipeline from Appalachian State University, and a rising proportion of residency-licensed and non-fully-licensed teachers entering WCS classrooms—threatens the talent foundation upon which Watauga's student outcomes are built.

Watauga's housing affordability index of **47.5, the lowest in North Carolina,** means that median home payments exceed 60% of median household income, making it virtually impossible for early-career teachers to live in the community they serve. As the district absorbed a $1.8 million budget shortfall requiring the reduction of 36.5 positions, it simultaneously faces growing competition for the diminishing pool of fully licensed educators available to fill its classrooms. Without strategic intervention, the trajectory of WCS student performance—built over decades—could reverse within a single generation of teachers.

WCS's Advanced Teaching Roles (ATR) proposal, ***Strengthening Excellence Together***, is that strategic intervention. By establishing Collaborative Impact Leaders, Partial-Release Collaborative Impact Leaders, and Teachers of Distinction across four high-need elementary and elementary/middle schools—Bethel Elementary, Mabel Elementary, Green Valley Elementary, and Hardin Park Elementary/Middle—WCS will create a differentiated compensation and career structure that makes Watauga an employer of choice for the most accomplished educators in the region, while simultaneously building the instructional leadership capacity that elevates every teacher in the building and, ultimately, every student in those classrooms.

The district's existing infrastructure is purpose-built for ATR implementation. Weekly Professional Learning Communities (PLCs), established grade-level collaboration protocols, district-adopted iReady diagnostic and instructional tools, and coherent curriculum frameworks with pacing guides provide the organizational scaffolding upon which ATR roles can be layered immediately and sustainably. WCS does not need to build a collaborative culture—it already has one. The ATR grant will amplify and formalize what WCS educators already do, creating explicit career pathways that reward excellence, expand influence, and deepen commitment to staying.

This proposal requests **$210,000 in year one (planning and implementation), $165,000 in year two (supporting eight schools in implementation) and $165,000 in year three supporting all 11 WCS schools with implementation and sustainability support. This phased approach provides a** pathway to explore, implement, expand and sustain WCS Advanced Teaching Roles implementation from 2027 – 2030 consistent with NC General Statutes Article 20A as amended by Senate Bill 257 (Session Law 2026-41).

Section I: Plan Design

A. The Watauga Context: Excellence Under Threat

A District That Consistently Outperforms

Nestled in the Appalachian Mountains of northwestern North Carolina, Watauga County Schools serves approximately 4317 students across eleven schools. Despite the geographic, economic, and demographic challenges inherent in a rural mountain district, WCS has built one of the strongest academic performance records in the state. Overall student proficiency in the district has hovered in the top 6% or higher of North Carolina's 115 school districts since 2013 (North Carolina Department of Public Instruction [NCDPI], n.d.-a), outcomes that reflect both extraordinary community commitment to education and a professional educator workforce of exceptional quality. These outcomes have occurred in a community context that includes a highly educated local population, proximity to Appalachian State University's teacher preparation programs, a district workforce with many accomplished educators, and a long-standing quality-of-life appeal that has helped make Watauga County a desirable place to live and work.

This performance is not accidental. It is the product of strategic investment in instructional quality, coherent curriculum adoption, and a collaborative professional culture that treats teacher expertise as the district's most essential resource. WCS has adopted high-quality instructional materials (HQIM) for both core instruction and diagnostic tools across core content areas, established district-level pacing guides aligned to state standards, and maintained a weekly PLC structure that ensures every teacher benefits from collective professional knowledge. Grade-level teams meet regularly to analyze student data, align instruction, and share effective practice. This infrastructure reflects a district-wide conviction that teacher collaboration is the engine of student achievement.

The Crisis Beneath the Achievement: Forces Threatening WCS's Talent Foundation

The same attributes that make Watauga County a desirable destination, including its scenic beauty, vibrant university town culture, and outdoor recreation amenities have also made it catastrophically unaffordable for the educators who power its schools. According to a March 2026 Kenan Institute study reported in the *Watauga Democrat*, Watauga County's housing affordability index stands at **47.5**; the lowest in the state of North Carolina. Median home payments in Watauga County now exceed 60% of median household income, driven by limited housing supply, strong tourism demand, and a growing second-home market that directly competes with early-career teacher buyers (Kenan Institute of Private Enterprise, 2026). The Northwestern Regional Housing Authority has identified property availability as the leading barrier to workforce housing in the region (Campbell, 2026). For a



The Housing Affordability Crisis in Numbers (Watauga County, 2026)

- Housing affordability index: 47.5 (lowest in North Carolina)
- Median home payment as % of median household income: >60%
- Leading barrier identified by NWRHA: property availability
- Tourism and second-home demand: primary driver of price inflation

Source: *Kenan Institute study; Watauga Democrat, March 31, 2026*

first-year teacher earning $50,478 annually, the prospect of purchasing or even renting in Watauga County has become financially untenable.

This affordability crisis intersects with a second structural challenge: the significant decline in educator graduates from Appalachian State University (AppState). WCS has historically drawn a meaningful share of its new hires from AppState's educator preparation programs, benefiting from the proximity and institutional relationships. However, declining enrollment in educator preparation nationally (NEED CITATION), combined with AppState-specific enrollment and programmatic shifts (NEED CITATION), has substantially reduced the pipeline of newly licensed teachers available to WCS. The district is simultaneously seeing a growing proportion of residency-licensed and non-fully-licensed teachers entering its classrooms. Although these educators bring enthusiasm and commitment to the profession, they require substantially greater instructional support and mentoring to produce the learning outcomes that Watauga families expect and to foster educator retention past the fifth year of teaching (NCDPI, 2026b). **Exhibit X** illustrates the steady decline in undergraduate education completers over the last nine years.

Exhibit X. UNC System Education Degrees Awarded by Academic Year

Institution	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
App State	47.00	30.00	34.00	33.00	39.00	30.00	20.00	22.00	13.00
ECU	10.00	6.00	24.00	19.00	5.00	15.00	14.00	9.00	11.00
NCCU	1.00	5.00	4.00	13.00	4.00	10.00	7.00	6.00	5.00
NC State	13.00	14.00	10.00	19.00	21.00	17.00	26.00	30.00	41.00
UNC-CH	54.00	33.00	5.00	32.00	22.00	26.00	11.00	7.00	8.00
UNCC	6.00		6.00	4.00		4.00			
UNCG	28.00	13.00	20.00	25.00	28.00	24.00	12.00	10.00	9.00
UNCW	127.00	75.00	71.00	72.00	86.00	67.00	72.00	47.00	54.00
WCU	28.00	32.00	25.00	48.00	41.00	54.00	27.00	40.00	23.00
WSSU	3.00								
Total	317.00	208.00	199.00	265.00	246.00	247.00	189.00	171.00	164.00

The 2024–2025 State of the Teaching and Principal Profession report for North Carolina (2026a) documents both the scale of the statewide problem and the specific dimensions of

Watauga's challenge. Watauga's teacher attrition reached 16.33% in 2024. In the Northwest Region, LEA attrition averaged 12.1%, the lowest region in the state (NCDPI, 2026a). This regional average, however, masks WCS's more acute challenge: Watauga ranked third highest for attrition in the Northwest Region, creating a disproportionate impact on the small district.

Additionally, WCS data further presents a paradox: the district maintains a 40th-day vacancy rate of just 0.51%, the 4th lowest in North Carolina, even as it experiences meaningful teacher attrition (NCDPI, 2026a). The low vacancy rate reflects the district's extraordinary effort to fill every classroom with a qualified educator, but it does not capture the full cost of turnover: the loss of institutional knowledge, the disruption of collaborative teams, the mentoring burden placed on veteran educators, and the growing reliance on residency and emergency-licensed teachers to maintain full staffing. Watauga is running hard just to stay in place. The structural forces bearing down on its talent pipeline are accelerating.



NC Teaching Profession Data: The Watauga Paradox

- WCS 40th-day vacancy rate: 0.51% (4th lowest in NC – full classrooms maintained)
- Statewide teacher attrition: 10.11%
- Beginning teacher attrition (statewide): 14.73%
- Residency-licensed teacher attrition (statewide): 14.70%
- Northwest Region attrition: 8.08%
- Low vacancy rate ≠ stability. WCS fills classrooms, but at growing cost to workforce continuity.

Source: *NC DPI State of the Teaching and Principal Profession, 2024-2025*

The district's $2.2 million budget shortfall, which required the reduction of 36.5 positions in the 2025–2026 school year, has compounded these pressures. As WCS does more with less, the workload falling on its most experienced teachers increases, raising the risk of burnout and departure among the very educators who anchor its collaborative culture and drive its student achievement outcomes. The district has reached an inflection point: without new tools to differentiate compensation, recognize excellence, and build career pathways, it risks losing the educators who have made Watauga County Schools one of North Carolina's finest districts.

These converging pressures have led WCS to a broader conclusion: solving the district's educator workforce challenge will require more than recruitment. Research consistently shows that teaching is a highly local profession. Boyd et al. (2005) found that 61% of first-time teachers began teaching within 15 miles of their hometown and 85% within 40 miles, while Reininger (2012) found that nearly 60% of young teachers lived within 20 miles of where they attended high school. Together, this evidence suggests that districts are most successful when they cultivate local talent rather than relying solely on external recruitment.

Watauga County Schools will leverage this evidence through a comprehensive Grow-Your-Own strategy that begins with Teacher Cadet/Teaching as a Profession, expands through educator pathways at the district's Innovation Campus, connects students to educator preparation programs such as Appalachian State University's Reich College of Education, and provides ongoing clinical, induction, and leadership opportunities within WCS. Advanced Teaching Roles serves as the capstone of this continuum by creating classroom-connected leadership pathways that allow highly effective educators to extend their impact through coaching, mentoring, and instructional leadership. By linking local talent development, educator preparation, early-career support, and ATR leadership opportunities, WCS will strengthen educator recruitment, preparation, retention, and long-term workforce sustainability while advancing NC DPI's vision of expanding student access to highly effective teachers.

B. Why Advanced Teaching Roles—and Why Now

Advanced Teaching Roles, established under North Carolina General Statutes Article 20A of Chapter 115C and updated by Senate Bill 257 (Session Law 2026-41), offers the differentiated compensation and career structure that WCS needs to respond to these threats. ATR enables districts to recognize and financially reward their most accomplished educators,

expand the influence of expert teachers across multiple classrooms, and build the instructional leadership infrastructure that elevates entire grade-level teams—without requiring educators to leave the classroom and enter administration to be valued at their worth.

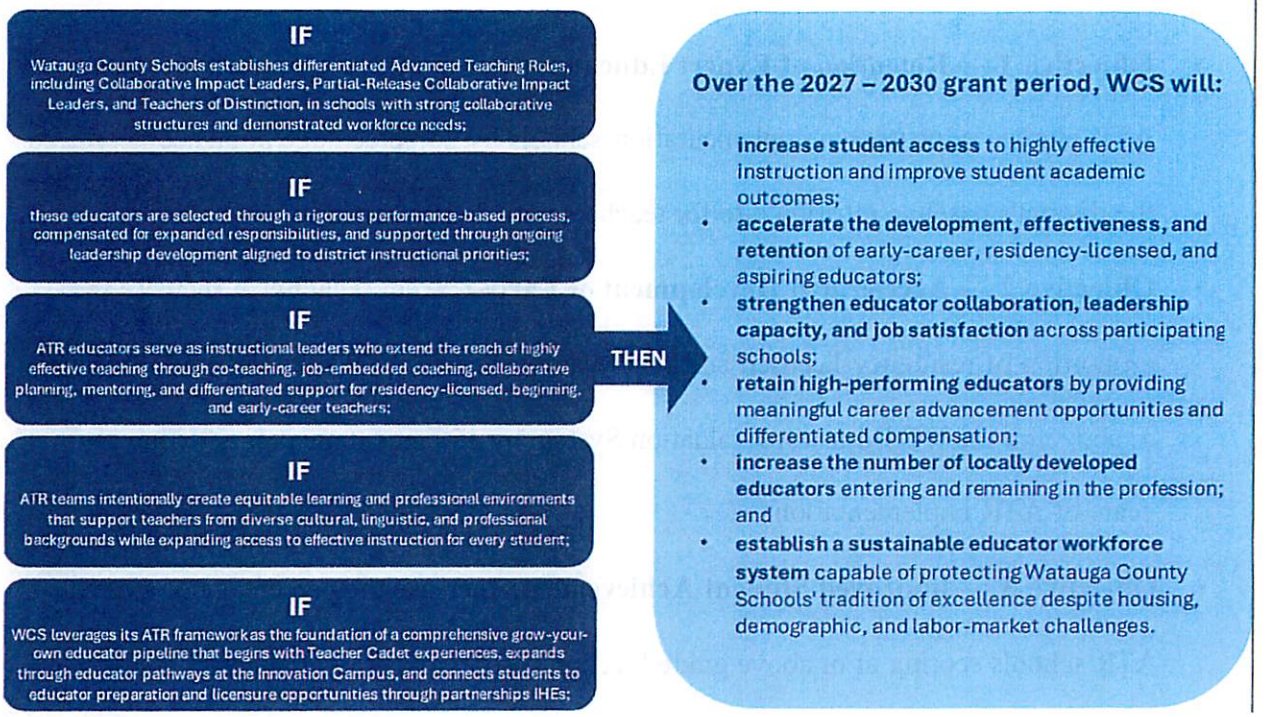
For Watauga County Schools, the calculus is clear. A Collaborative Impact Leader earning an additional $10,000 annually, leading 4–8 colleagues and co-teaching at least 30% of the instructional day, receives meaningful recognition that approximates the financial premium available in adjacent markets, reduces the gap that drives departures, and simultaneously multiplies their expertise across an entire grade-level team. A Teacher of Distinction earning an additional $3,000 annually while serving 20% more students than the district average demonstrates that instructional excellence is recognized and rewarded, signaling to every WCS educator that staying matters. These are not merely pay increases; they are structural commitments to a career architecture that makes Watauga competitive for talent in a market where affordability already disadvantages it.

The timing of this application aligns with the updated ATR framework enacted in S.B. 257 (2026), which expanded the program's role definitions, strengthened its planning resources, and provided a clear implementation pathway. WCS is positioned to be an early adopter of the strengthened framework, demonstrating to the state, to the education community, and to prospective teachers that Watauga is serious about investing in excellence.

C. Theory of Action

WCS ATR Theory of Action is designed to connect ATR to the district's compensation strategy, retention strategy, and grow-your-own strategy to maintaining and advancing student achievement and post-secondary outcomes. WCS theory of action is described in Exhibit X.

EXHIBIT X. WATAUGA COUNTY SCHOOLS ADVANCED TEACHING ROLES THEORY OF ACTION



This theory of action reflects WCS's belief that educational excellence depends on growing, developing, and retaining exceptional educators. ATR provides an immediate strategy for recognizing expertise, strengthening instruction, and supporting educator retention. At the same time, it creates the coaching, mentoring, and collaborative structures necessary to support a longer-term grow-your-own strategy. By connecting Teacher Cadet experiences, Innovation Campus opportunities, university-based licensure pathways, and ATR-supported mentoring, WCS can cultivate future educators from within its own community while ensuring they enter the profession with strong preparation and ongoing support. In this model, ATR serves not only as a compensation initiative, but as the instructional backbone of a sustainable educator talent development system.

D. Program Objectives

The WCS ATR program will pursue the following measurable objectives across the three-year grant period:

- **Objective 1 — Retention of Expert Educators:** Reduce three-year attrition among ATR-eligible educators in implementation schools by 25 percentage points compared to the district's baseline attrition rate for teachers with 3–10 years of experience.
- **Objective 2 — Accelerated Development of Early-Career Teachers:** Increase the proportion of residency-licensed and first-year teachers in ATR schools rated 'Proficient' or above on the NC Educator Evaluation System by 15 percentage points within two years of ATR implementation.
- **Objective 3 — Improved Student Achievement:** Increase the percentage of students in ATR schools scoring at or above grade level on district and state diagnostic assessments in ELA and mathematics over the grant period.
- **Objective 4 — Teacher Satisfaction and Collaboration:** Achieve 85% positive response rates on the annual Teaching and Learning Conditions survey items related to professional collaboration, teacher leadership, and school leadership in ATR schools.
- **Objective 5 — Model Replication:** Document ATR implementation practices, outcomes, and lessons learned to enable replication across WCS schools beyond the initial four and to contribute to the state's ATR knowledge base.

E. ATR Program Structure and Positions

Program Design and Operating Model.

WCS will implement Advanced Teaching Roles as a school-based instructional improvement and educator-development model, not as a set of stand-alone positions. Each participating school will organize ATR educators around identified student-learning priorities

and the professional learning needs of the teachers serving those students. Collaborative Impact Leaders, Partial-Release Collaborative Impact Leaders, and Teachers of Distinction will work through existing professional learning communities, district curriculum frameworks, high-quality instructional materials, common assessments, and early-career support systems. This structure allows WCS to extend highly effective instruction to more students while embedding coaching, co-teaching, collaborative planning, mentoring, and data-informed instructional improvement into teachers' daily work. The model connects differentiated compensation to additional responsibility, professional growth, measurable student outcomes, and stronger support for beginning and developing teachers.

School Based ATR Team Structure

Each participating school will operate an ATR team composed of the principal, the school's selected ATR educators, and the teachers assigned to each ATR-supported team. The principal will align ATR assignments with the school improvement plan, establish schedules that protect co-teaching and collaborative planning time, monitor implementation fidelity, and remove operational barriers. CILs and PR-CILs will facilitate team learning, analyze student evidence with colleagues, model and co-teach high-quality instruction, and provide differentiated coaching and mentoring. ToDs will extend the reach of effective instruction by serving the additional students required for that role while contributing evidence and effective practices to the school's collaborative learning structures. ToD classrooms will be demonstration classrooms providing the opportunity for new and novice educators to see effective instruction in action. District curriculum, human resources, finance, evaluation, and program leaders will provide coordinated guidance so that role implementation, professional learning, compensation, evaluation, and reporting operate as one coherent system. WCS will use the three Advanced

Teaching Roles established in Session Law 2026-41. **Exhibit X** summarizes the statutory requirements for each role and how WCS will operationalize those requirements within participating schools.

Figure X. Advanced Teaching Roles Positions, Requirements, and WCS Implementation

Role	Role Element	Statutory Requirement (S.B. 257)	WCS Implementation
Collaborative Impact Leader	**Leadership Scope**	Leads 4–8 teachers	Each CIL leads one full grade-level/subject- area team (4–6 teachers) at their ATR school
	Teacher of Record Status	NOT teacher of record for any class	CIL released from full teaching assignment; no rostered class of sole responsibility
	Co-Teaching Requirement	Co-teaches at least 30% of instructional day	CIL co-teaches across team classrooms; rotating weekly schedule ensures equity of access
	Salary Supplement	$10,000 annually	$10,000 annual supplement above base salary, paid on regular schedule
	ATR School Limit	May serve only one ATR school	Each CIL assigned to one of four initial ATR schools
Partial-Release Collaborative Impact Lader	**Leadership Scope**	Leads 2–3 teachers	PR-CIL leads a cross-grade or content-specific team of 2–3 colleagues
	Teacher of Record Status	Teacher of record for at least one class	PR-CIL retains at least one rostered class and serves as teacher of record
	Salary Supplement	$5,000 annually	$5,000 annual supplement above base salary
	Role Purpose	Bridge to full CIL; expands reach without full release	Pathway for emerging leaders; used in K–8 span to support cross-grade leadership needs and alignment
	Teacher of Record Status	Teacher of record for at least one class	PR-CIL retains at least one rostered class and serves as teacher of record
Teacher of Distinction	**Instructional Day Requirement**	Provides instruction to students for at least 70% of the instructional day and not serving as instructional support personnel.	ToD remains in a classroom-based teaching assignment for at least 70% of the instructional day; may lead grade level PLC or mentor teachers.
	Teacher of Record Status	Teacher of record for at least twenty percent (20%) more students average taught by other teachers on the teacher's ATR team	ToD maintains direct instructional and performance responsibility for the students on the teacher's expanded roster.
	Salary Supplement	$3,000 annually	$3,000 annual supplement above base salary
	Role Purpose	Model educator/demonstration classroom; serves in an advanced teaching role by teaching an increased number of students.	Expand students' direct access to a highly effective teacher while maintaining accountability for the performance of the additional students served.

Annual Configuration of Roles

WCS will review each participating school's ATR configuration annually rather than treating the initial staffing projections as permanent assignments. Student need will be the primary consideration, including achievement and growth trends, access to highly effective instruction, needs among student groups, course or grade-level priorities, and school improvement goals. WCS will then examine workforce and educator-development needs, including the number and placement of beginning, novice, residency-permit, probationary, and other teachers requiring differentiated support. The district ATR Implementation and Oversight Team will use these data, along with enrollment, scheduling feasibility, the availability of qualified ATR candidates, implementation evidence, and applicable statutory requirements, to recommend the number, type, and placement of roles for the following year. The superintendent or designee will approve the annual configuration before positions are posted or renewed. This process will keep the model student-centered while directing accomplished educators' expertise to the classrooms and teams where it can produce the greatest benefit. WCS's phased staffing model for 2027–2030 is projected in **Exhibit X**. This exhibit is based on the most recent (2025) average daily membership (ADM) and the statutory requirements related to the allotment of Collaborative Impact Leaders and Teachers of Distinction based on the number of teachers in each school. **Exhibit X** also provides a projected number of teachers supported and students impacted by Advanced Roles leaders in each school through each phase of the grant. The projected students impacted reflects at least one section of students taught by the Teacher of Distinction and at least four educators supported by the Collaborative Impact Leader.

Exhibit X. Phased Implementation and Impacts of Advanced Teaching Roles in Watauga County Schools

School	Phase I (2027-2028)				Phase II (2028-2029)				Phase III (2029-2030)			
	# ToD	# CIL	Teachers Supported	Students Impacted	# ToD	# CIL	Teachers Supported	Students Impacted	# ToD	# CIL	Teachers Supported	Students Impacted
Bethel K-8	0	1	5	100	0	1	5	100	0	1	5	100
Green Valley K-8	1	2	10	200	1	2	10	200	1	2	10	200
Hardin Park K-8	2	5	20	400	2	5	20	400	2	5	20	400
Mabel K-8	0	1	5	100	0	1	5	100	0	1	5	100
Blowing Rock Elementary					1	2	10	200	1	2	10	200
Watauga High					3	8	40	800	3	8	40	800
Watauga Innovation Academy					1	2	10	200	1	2	10	200
Valle Crucis Elementary					1	1	5	100	1	1	5	100
Cove Creek K-8									1	1	5	100
Parkway K-8									1	4	20	400
TOTAL			**40**	**800**			**105**	**2100**			**130**	**2600**

CIL – Collaborative Impact Leader; ToD – Teacher of Distinction.

The role configuration shown is preliminary and will be finalized through WCS's annual needs-based review. Student needs will be considered first, followed by the number and placement of new, novice, residency-permit, probationary, and other teachers requiring differentiated support. Final assignments will also reflect the availability of qualified candidates, scheduling feasibility, enrollment, and applicable statutory requirements.

Teacher Advancement and Professional Growth Pathway

ATR will establish a transparent, performance-based pathway through which accomplished teachers can extend their influence while remaining connected to classroom instruction. Educators may enter the pathway through the Teacher of Distinction or Partial-Release Collaborative Impact Leader role and may advance to broader leadership responsibilities as they demonstrate sustained instructional effectiveness, successful support of colleagues, measurable contribution to student and team outcomes, and growth in adult-leadership competencies. Annual continuation or movement within the model will be based on continued eligibility, performance of the role's additional responsibilities, implementation evidence, and the school's annually identified needs. The weighted selection system, minimum qualifications, and evidence sources are detailed in Sections II and IV; role-specific responsibilities and performance expectations are detailed in Section III.

Professional Learning as Part of the Structure

WCS will develop ATR educators through a sequenced professional learning model that begins before role launch and continues throughout implementation. Pre-service learning that provides both leadership training and role-specific (CIL, PR-CIL, and ToD) will prepare ATR educators to lead adult learners, use student and implementation data, facilitate collaborative inquiry, co-teach effectively, provide actionable feedback, support culturally and socially diverse educators, mentor early-career and residency-permit teachers, and carry out role-specific accountability requirements. During implementation, ATR educators will participate in a districtwide community of practice, receive coaching based on observed needs, examine student and teacher evidence with peers, and apply their learning through job-embedded leadership

within their assigned teams. **Exhibit X** provides the sequence of training and development for ATR leaders in WCS through phased implementation. Key training courses (Leadership and CoachED coaching training) will be provided as Train the Trainer (ToT) courses provided to identified district and ATR leaders to foster sustainability and fidelity to quality training, supported by job-embedded coaching and communities of practice. These trainers will begin training with RTI trainers in years 2 and 3 to gradually release these training responsibilities to the district.

Exhibit X. Training and Development Sequence for Advanced Roles Teachers and Implementation Teams

Training Topics/Course	Planning Phase (Jan - June)	Year 1 (July – June)	Year 2 (July - June	Year 3 (July – June)
Leadership Development Training (vision development, measuring success, decision-making, developing and implementing effective meetings, designing pathways to action, building agreement, coaching for performance, and celebrating success)	District Implementation Team Year 1 School ATR Implementation Teams ATR Leaders	District Implementation Team Year 2 School ATR Implementation Teams ATR Leaders (New Year 1 Leaders or ATRs)	District Implementation Team Year 3 School ATR Implementation Teams ATR Leaders (New Year 1 & 2 Leaders or ATRs)	
Implementation Planning and Technical Assistance (Ward et al., 2022)	District Implementation Team School ATR Implementation Team	District Implementation Team School ATR Implementation Team	District Implementation Team School ATR Implementation Team	District Implementation Team School ATR Implementation Team
CoachED Training (Hart & Nash, 2022)	Applicable District Leaders Year 1 Principals and ATR Leaders	Applicable District Leaders Year 2 Principals and ATR Leaders New Year 1 Leaders/ATRs	Applicable District Leaders Year 3 Principals and ATR Leaders New Year 1 & 2 Leaders/ATRs	

1:1 Coaching (Initially provided by RTI and gradually released to district/school/ATR leaders)	ATR Leaders Year 1 Principals	ATR Leaders Year 2 Principals	ATR Leaders Year 3 Principals
Community of Practice (Initially provided by RTI and gradually released to district/school/ATR leaders)	Year 1 Principals & ATR Leaders	Year 1 & 2 Principals ATR Leaders	Year 1, 2, & 3 Principals ATR Leaders

Principals and school ATR teams will receive parallel or co-delivered training and support in scheduling, distributed leadership, role supervision, feedback, conflict navigation, and fidelity monitoring. This connected approach is designed to translate ATR training into stronger instruction, more responsive support for early-career teachers, and improved student outcomes.

WCS's ATR program will employ all three role categories established under NC General Statutes §115C-311.1 et seq. as amended by Session Law 2026-41 (S.B. 257). The roles are defined in the updated statute as follows, and WCS's implementation is specifically designed to operationalize each role in fidelity with the updated statutory requirements:

F. Implementation Planning

District ATR Leadership and Implementation Team

WCS will establish a district ATR Leadership and Implementation Team to champion, guide design, launch, monitoring, annual refinement, expansion, and sustainability. The proposed team is listed in **Appendix X** and will include the superintendent or designee; leaders responsible for curriculum and instruction, human resources, finance, data and evaluation, professional learning, and beginning-teacher support; principals from participating schools; teacher

representatives, including ATR educators after selection; and technical assistance or research partners in an advisory capacity. WCS will document the final membership by name and position before implementation. The team will meet monthly during the planning and launch period and at least quarterly after implementation begins.

WCS will partner with RTI International who will provide integrated technical assistance and capacity-building supports to the District ATR Leadership and Implementation Team. RTI will provide project management, implementation coaching, role-specific training, and technical assistance to support coherent planning and execution across district departments and participating schools. Working alongside WCS leaders, RTI will help develop practical tools, routines, and internal expertise so that the district can increasingly lead, monitor, refine, and sustain the ATR model through its existing systems.

Governance and Decision-Making Responsibilities

The district ATR Leadership and Implementation Team will:

- finalize role design, compensation procedures, selection tools, professional learning, and implementation guidance;
- review school-level student, workforce, enrollment, and implementation data;
- recommend annual school participation and role configurations;
- verify compliance with statutory requirements and approved compensation provisions;
- coordinate human resources, finance, instructional, and evaluation processes;
- monitor implementation fidelity, teacher-development indicators, student outcomes, and stakeholder feedback;
- identify barriers and authorize corrective actions within delegated authority;

- recommend program adjustments, phased expansion, and sustainability actions to district leadership; and
- coordinate required reporting and cooperation with NCDPI and the independent research organization.

The superintendent, informed by the district's ATR leadership team, will retain final authority for annual role configuration, personnel recommendations, resource allocation, and proposed program changes requiring district or board approval. Recommendations related to ATR appointments will follow WCS criteria and board policy for the recruitment and selection of personnel. The Board of Education will exercise the approvals required for the compensation plan and other matters reserved to the board. RTI will support evidence-informed decision-making by facilitating implementation planning, helping the team interpret implementation and outcome data, documenting decisions and follow-up actions, and coaching district and school leaders as they address emerging needs. RTI's role will be advisory and capacity-building; WCS will retain authority for personnel, role configuration, resource allocation, program decisions, and Board recommendations. This shared approach will integrate technical assistance with day-to-day implementation while transferring knowledge, tools, and project-management routines to WCS staff to strengthen long-term ownership and sustainability

School-Based Implementation Teams

Each participating school will establish a school-based ATR Implementation Team led by the principal and including the school's ATR educators, representatives of supported teacher teams, and other school personnel required to address the school's instructional and educator-development priorities. Before each implementation year, the school team will review student performance, growth, subgroup, teacher-experience, licensure, vacancy, and attrition data;

recommend the instructional focus and team assignments for ATR roles; develop schedules that protect co-teaching, coaching, and collaborative planning; and establish school-level indicators of success aligned with the district theory of action. During implementation, the team will review progress at least quarterly, identify barriers, recommend adjustments, and communicate findings to the district ATR Implementation and Oversight Team.

Connection to Existing WCS Systems and State Priorities

ATR implementation will be integrated with WCS's existing curriculum and human resources systems and processes. These include school improvement planning, curriculum and instructional design, development and deployment, professional learning communities, beginning-teacher support, educator evaluation, and Grow-Your-Own strategy. This intentional alignment will be designed to prevent ATR from operating as a separate initiative enabling the practices to be embedded in the district's broader approach to improve student learning and continue to strengthen its educator workforce. At the state level, the model is designed to expand student access to highly effective teachers. These teachers will also be engaged to support early-career teachers and provide differentiated support that improves practice and retention across cultural and social backgrounds. WCS ATR program continuous improvement and success will be evaluated based on the objectives of ATR in NC as outlined in the evaluation section.

Professional Learning, Implementation Support, and Continuous Improvement

The ATR role configuration at each participating school will be reviewed annually and adjusted to reflect that school's current needs. WCS will first consider student needs, including achievement, growth, access to highly effective instruction, and patterns among student groups. **Exhibit X** outlines the most recent school performance grades and scores for each of the schools

in WCS. In addition, it contains the most recent state reported LEA attrition at each school, and number of early career teachers (based on experience and/or licensure status).

Exhibit X. School Assessment and Teacher Capacity Data Informing ATR Implementation

School	2025 SPG	2025 Achievement Score	2024-2025 Teacher Attrition	2025 # of BTs	2025 # of Permit to Teach	2025 # of Residency Permit Teachers	2025 # of Emergency Permit
Bethel Elementary	C	59.1					
Blowing Rock Elementary	B	78.1					
Cove Creek Elementary	C	65.7					
Green Valley Elementary	C	57.3					
Hardin Park Elementary	B	67.3					
Mabel Elementary	C	55.8					
Parkway Elementary	B	72.4					
Valle Crucis Elementary	C	67.3					
Watauga Virtual Academy	C	64.4					
Watauga High	B	76.5					
Watauga Innovation Academy	C	67.1					

These data will be used by the district to examine the school's educator-support needs, particularly the number and placement of new, novice, residency-permit, and probationary teachers who would benefit from differentiated mentoring, coaching, co-teaching, and collaborative planning. Based on this annual review, WCS will determine the appropriate number, type, and team assignment of ATR roles at each school, ensuring that the model remains student-centered while directing accomplished educators' expertise to the teachers and classrooms where it can have the greatest impact.

WCS's staffing model for 2027 – 2030 is projected in **Exhibit X**. This exhibit is based on the most recent (2025 ADM) and the statutory requirements related to the allotment of Collaborative Impact Leaders and Teachers of Distinction.

Exhibit X also provides a projected number of teachers supported and students impacted by Advanced Roles leaders in each school through each phase of the grant.

Exhibit X. Phased Implementation and Impacts of Advanced Teaching Roles in Watauga County Schools

School	Phase I (2027-2028)				Phase II (2028-2029)				Phase III (2029-2030)			
	# ToD	# CIL	Teachers Supported	Students Impacted	# ToD	# CIL	Teachers Supported	Students Impacted	# ToD	# CIL	Teachers Supported	Students Impacted
Bethel K-8	0	1	5	100	0	1	5	100	0	1	5	100
Green Valley K-8	1	2	10	200	1	2	10	200	1	2	10	200
Hardin Park K-8	2	5	20	400	2	5	20	400	2	5	20	400
Mabel K-8	0	1	5	100	0	1	5	100	0	1	5	100
Blowing Rock Elementary					1	2	10	200	1	2	10	200
Watauga High					3	8	40	800	3	8	40	800
Watauga Innovation Academy					1	2	10	200	1	2	10	200
Valle Crucis Elementary					1	1	5	100	1	1	5	100
Cove Creek K-8									1	1	5	100
Parkway K-8									1	4	20	400
TOTAL			**40**	**800**			**105**	**2100**			**130**	**2600**

CIL – Collaborative Impact Leader; ToD – Teacher of Distinction.

The timeline for implementation will follow the process outlined in **Exhibit X**. These strategic actions, training, job-embedded coaching and capacity building will create a strong implementation environment and system to enable WCS to pursue the priorities of advanced teaching roles and achieve the objectives of improved student performance and the retention of quality educators.

Exhibit X. Phased ATR Implementation Schedule and Events

Date	Implementation Event/Product/Process (Co-Designed with District and/or School Leadership Teams)
Phase I – Year 0	
Spring 2027	• Convene ATR Leadership Team and establish regular meeting cadence to co-design implementation and improvement • Develop ATR position descriptions, recruitment calendar, selection rubric, and evaluation process • Establish ATR Implementation Teams at Year 1 target schools • Communicate the WCS vision for ATR and solicit input from community stakeholders • Conduct Year 1 ATR position recruitment and selection process in partnership with school leaders • Conduct needs sensing to identify classrooms, grade levels, or subjects for support. • Develop the ATR training continuum scope and sequence. • Develop coaching methodology and training for ATR candidates
Phase II – Year 1	
Summer 2027	• Conduct training for the first cohort of ATR professionals • Create ATR teaching/coaching/evaluation schedule • Establish schedules for ATR professionals including planning, coaching, co-teaching, and release time • Solicit feedback on ATR training continuum from district, school and ATR leaders.
Fall 2027	• Establish and convene CoP for ATR professionals at Year 1 schools • Provide coaching and support to ATR professionals and conduct regular improvement cycles • Provide feedback to district and partners on Year 1 implementation progress (including coaching support to ATR professionals) • Review and revise ATR training continuum for Year 2
Spring 2028	• Convene regular CoP meetings for ATR professionals in Year 1 schools • Begin Year 2 recruitment and selection process in partnership with school leaders • Review student, educator-workforce, implementation-fidelity, school-readiness, and scheduling evidence to confirm school and team configurations for the subsequent year. • Conduct review of coaching model for ATR to inform improvements for Year 2.
Phase III – Year 2	
Summer 2028	• Conduct training for ATR professionals – Year 2 • Implement ATR teaching/coaching/evaluation schedule (for Year 1/2 schools) • Establish school schedules for ATR professionals including planning, coaching, co-teaching, and release time • Solicit feedback on ATR training continuum from ATR leadership team and participants from implementation sites

Fall 2028	• Expand membership in CoP for ATR professionals to Year 1/2 schools • Provide coaching and support to ATR professionals and conduct regular improvement cycles • Feedback to district and partners on Year 1/2 implementation progress (including coaching support to ATR professionals) • Review and revise ATR training continuum for Year 3
Spring 2029	• Convene regular CoP meetings for ATR professionals in Year 1/2 schools • Begin Year 2 evaluation, recruitment, and selection process in partnership with school leaders • Review student, educator-workforce, implementation-fidelity, school-readiness, and scheduling evidence to confirm school and team configurations for the subsequent year. • Conduct review of coaching model for ATR to inform Year 3 improvements
Phase IV – Year 3	
Summer 2029	• Transition primary facilitation of advanced-role support and the community of practice to designated WCS personnel, with RTI providing targeted consultation and quality assurance. • Conduct training for ATR professionals – Year 3 • Implement ATR teaching/coaching/evaluation schedule for Year 1/2/3 schools • Establish school schedules for ATR professionals including planning, coaching, co-teaching, and release time • Solicit feedback on ATR training continuum from ATR leadership team and participants from implementation sites
Fall 2029	• Expand membership in CoP for ATR professionals to Year 1/2/3 schools • Provide coaching and support to ATR professionals and conduct regular improvement cycles • Provide feedback to district and partners on Year 1/2/3 implementation progress (including coaching support to ATR professionals) • Review and revise the training and support continuum for continued implementation and sustainability beyond the initial grant term.
Spring 2030	• Convene regular CoP meetings for ATR professionals in Year 1/2/3 schools – consider differentiation based on progress through implementation or grade span specific problems of practice • Begin evaluation, recruitment, and selection process in partnership with school leaders (this step will continue as an annual point of reflection and assessment to inform future sustainability and continuous improvement) • Review student, educator-workforce, implementation-fidelity, school-readiness, and scheduling evidence to confirm school and team configurations for the subsequent year. • Conduct review of coaching model for ATR to inform improvements for sustainability and continuous improvement

THIS CHART APPEARS TO BE THE SAME AS THE PREVIOUS CHART

Date	Implementation Event/Product/Process (Co-Designed with District and/or School Leadership Teams)
Phase I – Year 0	
Spring 2027	• Convene ATR Leadership Team and establish regular meeting cadence to co-design implementation and improvement • Develop ATR position descriptions, recruitment calendar, selection rubric, and evaluation process • Establish ATR Implementation Teams at Year 1 target schools • Communicate the WCS vision for ATR and solicit input from community stakeholders • Conduct Year 1 ATR position recruitment and selection process in partnership with school leaders • Conduct needs sensing to identify classrooms, grade levels, or subjects for support. • Develop the ATR training continuum scope and sequence. • Develop coaching methodology and training for ATR candidates
Phase II – Year 1	
Summer 2027	• Conduct training for the first cohort of ATR professionals • Create ATR teaching/coaching/evaluation schedule • Establish schedules for ATR professionals including planning, coaching, co-teaching, and release time • Solicit feedback on ATR training continuum from district, school and ATR leaders.
Fall 2027	• Establish and convene CoP for ATR professionals at Year 1 schools • Provide coaching and support to ATR professionals and conduct regular improvement cycles • Provide feedback to district and partners on Year 1 implementation progress (including coaching support to ATR professionals) • Review and revise ATR training continuum for Year 2
Spring 2028	• Convene regular CoP meetings for ATR professionals in Year 1 schools • Begin Year 2 recruitment and selection process in partnership with school leaders • Review student, educator-workforce, implementation-fidelity, school-readiness, and scheduling evidence to confirm school and team configurations for the subsequent year. • Conduct review of coaching model for ATR to inform improvements for Year 2.
Phase III – Year 2	
Summer 2028	• Conduct training for ATR professionals – Year 2 • Implement ATR teaching/coaching/evaluation schedule (for Year 1/2 schools) • Establish school schedules for ATR professionals including planning, coaching, co-teaching, and release time • Solicit feedback on ATR training continuum from ATR leadership team and participants from implementation sites

Fall 2028	• Expand membership in CoP for ATR professionals to Year 1/2 schools • Provide coaching and support to ATR professionals and conduct regular improvement cycles • Feedback to district and partners on Year 1/2 implementation progress (including coaching support to ATR professionals) • Review and revise ATR training continuum for Year 3
Spring 2029	• Convene regular CoP meetings for ATR professionals in Year 1/2 schools • Begin Year 2 evaluation, recruitment, and selection process in partnership with school leaders • Review student, educator-workforce, implementation-fidelity, school-readiness, and scheduling evidence to confirm school and team configurations for the subsequent year. • Conduct review of coaching model for ATR to inform Year 3 improvements
Phase IV – Year 3	
Summer 2029	• Transition primary facilitation of advanced-role support and the community of practice to designated WCS personnel, with RTI providing targeted consultation and quality assurance. • Conduct training for ATR professionals – Year 3 • Implement ATR teaching/coaching/evaluation schedule for Year 1/2/3 schools • Establish school schedules for ATR professionals including planning, coaching, co-teaching, and release time • Solicit feedback on ATR training continuum from ATR leadership team and participants from implementation sites
Fall 2029	• Expand membership in CoP for ATR professionals to Year 1/2/3 schools • Provide coaching and support to ATR professionals and conduct regular improvement cycles • Provide feedback to district and partners on Year 1/2/3 implementation progress (including coaching support to ATR professionals) • Review and revise the training and support continuum for continued implementation and sustainability beyond the initial grant term.
Spring 2030	• Convene regular CoP meetings for ATR professionals in Year 1/2/3 schools – consider differentiation based on progress through implementation or grade span specific problems of practice • Begin evaluation, recruitment, and selection process in partnership with school leaders (this step will continue as an annual point of reflection and assessment to inform future sustainability and continuous improvement) • Review student, educator-workforce, implementation-fidelity, school-readiness, and scheduling evidence to confirm school and team configurations for the subsequent year. • Conduct review of coaching model for ATR to inform improvements for sustainability and continuous improvement

Together, these planning, professional learning, implementation-support, and continuous-improvement activities will enable WCS to integrate ATR into its established collaborative

culture while building the internal capacity to sustain and strengthen the model over time. Successful implementation will also require educators, students and families, public officials, Appalachian State University, and other community partners to understand how ATR expands access to highly effective teaching, supports new and developing educators, and contributes to WCS's long-term Grow-Your-Own workforce strategy. WCS will therefore pair implementation with a transparent, two-way communication and engagement approach that clearly explains role expectations and selection criteria, shares evidence of progress, and invites stakeholder input to inform ongoing refinement.

Section II. Teacher Selection

WCS will use a transparent, weighted, multi-measure selection process to identify educators who have demonstrated instructional effectiveness and are prepared to assume the additional responsibilities of a Collaborative Impact Leader (CIL), Partial-Release Collaborative Impact Leader (PR-CIL), or Teacher of Distinction (ToD). The process balances quantitative and qualitative evidence, uses objective measures so all qualified teachers have equal opportunity for consideration, and aligns selection with the theory of action: accomplished educators are most likely to improve student learning and teacher development when their effectiveness, leadership capacity, and readiness for the specific role are established before assignment.

Minimum Qualifications

- Current North Carolina professional teaching license appropriate to the proposed assignment and status as a classroom teacher under applicable law.

- Minimum of three years of successful teaching experience for CIL applicants and two years for PR-CIL and ToD applicants; WCS experience is preferred but will not substitute for demonstrated effectiveness.
- Rating of Accomplished or higher on Standards 1-5 of the North Carolina Teacher Evaluation instrument for the most recent cycle, or equivalent evidence approved by WCS.
- At least expected student growth across the available three-year record (exceeding growth preferred), with no pattern of below-expected growth; where EVAAS is available, reviewers will consider the three-year index and annual results.
- Advanced certification or advanced content/pedagogy credential, such as National Board Certification or a relevant graduate degree, when applicable.
- Demonstrated mastery of teaching through a portfolio that includes student-learning evidence, unit or lesson artifacts, evidence of differentiation, and implementation of WCS high-quality instructional materials and assessment practices.
- For CIL and PR-CIL applicants, demonstrated skill in adult learning, facilitation, feedback, coaching, collaboration, and conflict navigation.
- For ToD applicants, demonstrated capacity to maintain strong learning conditions and outcomes while serving an expanded student roster.

Weighted Selection System

WCS will use a weighted process to identify and select educators who demonstrate both instructional effectiveness and leadership competencies. These characteristics will provide evidence of fitness for the advanced roles. WCS will communicate the selection criteria through multiple communication channels (see section X) and use these criteria to evaluate and select successful candidates for CIL, PR-CIL, and ToD positions in partnership with school leaders at

each school in each phase of implementation and on an annual basis as ATR is sustained in the district. Exhibit X provides the weighted selection criteria.

Exhibit X. Weighted Candidate Selection Criteria

Criterion	Weight	Evidence
Student learning and growth	30%	EVAAS or other available growth measures; district/interim assessments; evidence of subgroup progress
Instructional practice	25%	NC Teacher Evaluation Standards 1-5; structured observation; lesson and student-work portfolio
Leadership and collaboration	20%	PLC/mentoring evidence; leadership task; peer and principal evidence; role-specific scenario
Professional growth and credentials	15%	National Board/graduate credential where applicable; relevant learning; reflective statement and growth plan
Structured interview	10%	Behavioral and situational questions scored by a common rubric

Applicants must meet all minimum qualifications before being considered for an ATR role. A trained selection panel will score evidence independently, calibrate ratings, document the rationale for decisions and selections. The panel should include human resources, curriculum/instruction, the participating principal, and trained teacher representation. WCS will publish the rubric, process, timeline, appeal contact, and continued-eligibility expectations before applications open as part of the district's ATR communications plan.

Selection Sequence and Advancement

The following process will be followed to ensure that all eligible applicants at each school implementing ATR have the opportunity for consideration. The steps for recruitment and selection will include:

- Districtwide notice of opportunities and information sessions.
- Submission and HR verification of eligibility.
- Independent portfolio and data review.

- Structured observation or role-relevant performance task.
- Common panel interview and reference review.
- Superintendent or designee approval for recommendation to the Board, written notification, and feedback to applicants.
- Board of Education approval of ATR personnel appointments.
- Annual review for continuation and advancement based on role performance, student and teacher evidence, continued eligibility, school need, and successful completion of required professional learning.

Educators may progress from ToD or PR-CIL responsibilities to broader CIL leadership as they demonstrate sustained effectiveness with students, successful support of colleagues, and growth in adult-leadership competencies. Advancement is not automatic and does not depend on seniority alone.

Section III. Job Responsibilities and Evaluation of Advanced-Role Educators

Each role includes at least four weighted responsibilities, an approved statutory responsibility, and a balance of quantitative and qualitative evidence. The weighting reflects WCS's theory of action: the largest share is assigned to direct student learning and the job-embedded development of colleagues, followed by collaborative improvement, implementation fidelity, and professional contribution.

Role and weighted responsibility	Core expectations	Evidence
CIL: Student and team outcomes, 30%	Shares responsibility for performance of students served by the team; leads 4-8 teachers; provides instruction, including co-teaching, at least 30% of the instructional day.	Team growth/proficiency; subgroup evidence; student-work cycles

CIL: Coaching and teacher development, 30%	Provides differentiated coaching, observation-feedback, modeling, co-planning, and support for beginning, residency-permit, probationary, and developing teachers.	Coaching logs; goals; teacher-practice evidence; participant feedback
CIL: Collaborative instructional leadership, 25%	Facilitates PLC inquiry using WCS curriculum, common/interim assessments, and student work; protects equitable access to support.	PLC artifacts; schedules; team products; principal review
CIL: Professional learning and program contribution, 15%	Participates in training, community of practice, evaluation, family/community communication as assigned, and continuous improvement.	Attendance; products; reflection; role-fidelity evidence
PR-CIL: Direct teaching and student outcomes, 35%	Remains teacher of record for at least one class and demonstrates effective instruction and student progress.	Class growth/proficiency; observations; student work
PR-CIL: Leadership of 2-3 colleagues, 30%	Provides coaching, co-teaching, planning, modeling, and feedback while maintaining an active teaching assignment.	Coaching artifacts; teacher goals; participant feedback
PR-CIL: Collaborative improvement, 20%	Leads data inquiry and vertical or cross-grade alignment where assigned.	PLC artifacts; implementation evidence
PR-CIL: Professional learning and program contribution, 15%	Completes required training and contributes to evaluation and refinement.	Training evidence; self-assessment; principal review
ToD: Expanded student reach and outcomes, 50%	Serves as teacher of record for the statutorily required expanded roster and remains accountable for those students.	Verified roster; growth/proficiency; subgroup evidence
ToD: High-quality classroom practice, 25%	Maintains effective differentiation, classroom management, and grade-level instruction for the expanded roster.	Observations; student work; learning-environment evidence

ToD: Demonstration and peer learning, 15%	Provides demonstration lessons, observation opportunities, and sharing of effective practices, especially for new and developing teachers.	Observation schedule; artifacts; participant feedback
ToD: Professional learning and program contribution, 10%	Participates in role learning, PLCs, evaluation, and continuous improvement.	Training evidence; reflection; role-fidelity review

Advanced-role performance will be reviewed formatively at least quarterly and summatively each spring. Continued eligibility requires maintenance of minimum qualifications, satisfactory performance of additional duties, completion of required learning, and adherence to the approved role design. A concern will trigger documented feedback, targeted support, a reasonable improvement period, and a follow-up review before WCS determines continuation, reassignment, or removal from the advanced role.

Voluntary Relinquishment

Participation in WCS ATR is voluntary. An educator may relinquish an advanced role and its additional duties by providing written notice to Human Resources and the principal according to the annual ATR agreement. WCS will establish an effective transition date that protects students and supported teachers, normally at a semester or school-year boundary unless circumstances require otherwise. Voluntary relinquishment will not be treated as a demotion. On the effective date, the educator will cease receiving the ATR supplement and will receive the salary and other supplements that would otherwise apply.

Section IV. Qualifications for ATR Positions

The shared minimum qualifications in Section II apply to all roles. Role-specific expectations are summarized below and will be included in published position descriptions.

Qualification area	CIL	PR-CIL	Teacher of Distinction
Licensure/status	Professional license; classroom-teacher eligibility; not a school administrator	Professional license; teacher of record for at least one class	Professional license; classroom teacher providing instruction at least 70% of day
Experience	3+ successful years; adult-leadership evidence	2+ successful years; emerging leadership evidence	2+ successful years; success with diverse learners and strong classroom systems
Effectiveness	Accomplished or higher on Standards 1-5; sustained objective student-growth evidence	Accomplished or higher on Standards 1-5; objective growth evidence	Accomplished or higher on Standards 1-5; objective growth evidence
Advanced evidence	National Board or relevant graduate credential preferred; equivalent mastery accepted	Advanced credential preferred; equivalent mastery accepted	Advanced credential preferred; equivalent mastery accepted
Role readiness	Coaching, facilitation, feedback, conflict navigation, data inquiry	Balances teaching with leadership of 2-3 peers	Capacity to serve expanded roster and provide demonstration opportunities

Section V. Communication and Engagement Strategy

Exhibit X presents the communications plan across three stages: design, implementation and continuous improvement, and ongoing information sharing. Specific dates and locations will be finalized on award and set against the district's planning calendar. The specific dates and locations are provided so that stakeholders and the public know when and where they can learn about and respond to the program.

Exhibit 6. Communications Plan

Activity	Audience	Purpose	Dates, Locations, and Frequency
Design			

Individual meetings with Board of Education Members	Board of Education	Introduce ATR, solicit Board feedback around approach.	June, 2026; WCS Board Room
Principal Meeting Presentation	Principals	Introduce ATR program and solicit feedback from principals on approach.	June __, 2026; WCS District Office
August 2026 Board of Education Presentation	Board of Education and general public	Review ATR proposal and solicit final Board feedback around approach.	August 10, 2026; WCS Board Room
Correspondence to Watauga County Commissioners	County Manager and Commissioners	Introduce ATR, solicit Commissioners' feedback around approach.	Fall 2026; written correspondence and in-person meeting
Advisory Committee Presentations	District Parent Advisory Council; Superintendent's Teacher Advisory Council; Superintendents Principal Advisory Council	Introduce ATR, solicit Committee feedback around approach.	Fall 2026-Spring 2027; district office and virtual
ATR Employee and Applicant Information Sessions	All WCS teachers, instructional personnel, and school administrators	Explain the ATR model, role responsibilities, minimum qualifications, weighted selection criteria, continued-eligibility requirements, salary supplements, application process, and selection timeline; gather employee questions and feedback.	Spring 2027; each school campus, district office, and asynchronous
ATR Frequently Asked Questions Development and Annual Update	Employees, applicants, families, and community members	Publish stakeholder questions and WCS responses related to role responsibilities, selection, continued eligibility, compensation, evaluation, voluntary relinquishment, implementation, and outcomes.	Initial publication by Spring 2027; updated at least annually and as material changes occur; WCS ATR webpage
Implementation and Continuous Improvement			

ATR Recruitment, Application, and Selection Communications	Potential applicants, principals, and selection committee members	Publish position descriptions, objective and weighted selection criteria, application requirements, salary supplements, selection stages, decision dates, and applicant-notification procedures.	Spring 2027 and annually before recruitment; WCS ATR webpage, applicant information sessions, email, and school staff meetings
School-Level ATR Implementation Team Meetings	Principal, advanced-role educators, classroom educators, and designated school personnel	Finalize and monitor school-level role configurations, team rosters, master schedules, protected coaching and co-teaching time, professional learning, student and teacher reach, implementation evidence, and needed adjustments.	Monthly during planning and implementation; each participating school
ATR Participant Survey and Feedback Review	Advanced-role educators, ATR-supported teachers, and participating school administrators	Gather feedback on role clarity, coaching and co-teaching quality, teacher efficacy, professional support, implementation conditions, and perceived effects on teacher and student outcomes.	Twice annually, January and May; virtual survey with school- and district-level review
School Improvement Team Support	School Improvement Teams (SITs) in participating schools	Align ATR role configurations teacher-development priorities, student outcomes, and continuous-improvement activities with the school	During annual school improvement planning and quarterly reviews; each participating school
Continued Eligibility and Role-Evaluation Communication	Teachers of Distinction, Collaborative Impact Leaders, Partial Release Collaborative Impact Leaders, principals, and Human Resources	Review role expectations, weighted responsibilities, evaluation evidence, continued-eligibility requirements, improvement processes and the voluntary-relinquishment process before annual role decisions	Spring 2028 and annually thereafter; participating schools, district office, and written notification

Board of Education Progress Report	Board of Education, employees, families, and the public	Report implementation progress, schools and participants served, student and teacher reach, financial status, leading and lagging indicators, program adjustments, and proposed expansion or sustainability decisions.	At least annually following the district's summer evaluation review; WCS Board Room and livestream or posted meeting materials
Watauga County Government ATR Update	County commissioners, county leadership, and public	Report progress, outcomes, workforce implications, sustainability planning, and any future local commitment that may be requested.	Annually; county commissioner meeting, written report, or joint district-county briefing
Advisory Council Progress Reviews	District Parent Advisory Council, Superintendent's Teacher Advisory Council, and Principal Advisory Council	Share implementation and outcome evidence, gather feedback, identify communication needs, and inform program refinement.	At least annually; district office or virtual meeting
Family Summits	Family representatives from across WCS schools	Introduce ATR program and share progress on program goals.	Biannually; district office
WCS ATR Webpage and Public Information Repository	Employees, applicants, families, community members, and other school systems	Provide current role descriptions, selection criteria, application timelines, compensation information, continued-eligibility and evaluation requirements, FAQs, implementation updates, annual results, and statewide-sharing resources.	Launched by Spring 2027 and updated throughout implementation; WCS website
Annual ATR Results Summary	Employees, Board of Education, county officials, families, community members, and NCDPI	Publish a concise summary of implementation progress, teacher and student reach, participant experience, student and workforce outcomes, lessons learned, and program adjustments.	Annually following the summer evaluation review; WCS ATR webpage, board materials, and stakeholder presentations

Social Media Updates	Families and community members	Direct stakeholders to ATR information sessions, application information, implementation milestones, annual results, and the WCS ATR webpage.	At key milestones throughout the year; WCS social media channels
Participating-School Family Meetings	Families in ATR schools	Explain school-level implementation, how advanced roles support teaching and learning, and how families can provide feedback.	At least annually and when a school enters implementation; each participating school

Section VI. Compensation and Salary Supplement Details

WCS will provide annual supplements consistent with applicable State law, allotment policy, and the approved ATR plan: $10,000 for CILs, $5,000 for PR-CILs, and $3,000 for Teachers of Distinction, subject to State funding and final approval. Supplements will be paid in addition to the classroom teacher's regular salary and applicable local supplements and will not be included in the average salary calculation used for budgeting State allotments. ATR grant funds will not be used for salary supplements.

If an educator fails to maintain minimum criteria, does not successfully perform the additional duties after documented support and review, or voluntarily relinquishes the role, the educator will no longer receive the ATR supplement and will receive only the salary and other supplements that would otherwise apply. WCS will communicate all levels of the compensation model, movement criteria, annual-review process, and relinquishment provisions before educators accept appointments.

Section VII. Sustainability Plan

WCS is designing ATR as a durable component of its instructional, talent-development, and Grow-Your-Own systems. Sustainability will depend on institutionalizing responsibilities,

developing district-owned capacity, and matching recurring costs to reliable funding. During the grant, role descriptions, selection, compensation administration, continued eligibility, evaluation, assignment, professional learning, coaching tools, data review, communication, and expansion decisions will be embedded in recurring district and school processes.

- RTI will initially co-design and facilitate project management, professional learning, coaching, implementation support, and continuous-improvement routines, then progressively transfer tools and facilitation responsibilities to designated WCS personnel.
- WCS will incorporate ATR into master scheduling, PLCs, school improvement planning, beginning-teacher support, clinical placements, and Grow-Your-Own partnerships, reducing the need for separate implementation structures.
- WCS will use recurring State ATR supplements to the extent appropriated and will assess allowable State, local, federal, position-allotment, and partnership resources for coordination, professional learning, and expansion.
- Before expansion, the Oversight Team will review qualified personnel, protected time, implementation fidelity, student and teacher reach, projected costs, and recurring funding.
- WCS will provide annual implementation, financial, and outcome updates to the Board of Education and Watauga County Commissioners. If local appropriations are part of the final continuation plan, the district will seek documented affirmation from both bodies, as contemplated by the Excellent rubric descriptor.

By 2030, WCS intends to have district-owned role descriptions, selection and evaluation tools, training resources, coaching and PLC routines, trained district and school facilitators, recurring HR/finance/data/communication processes, evidence-based continuation and expansion criteria, and a multiyear financial model distinguishing recurring from one-time costs.

Section VIII. Community Involvement

WCS will involve the community as a partner in implementation and workforce development. Families and school advisory groups will provide input on student access, communication, and implementation experience. Appalachian State University's Reich College of Education will be invited to strengthen the continuum from Teacher Cadet and Innovation Campus experiences through educator preparation, clinical practice, induction, and ATR-supported mentoring. WCS will engage the Watauga County Board of Commissioners, the Boone Area Chamber of Commerce, local employers, civic organizations, and workforce/housing partners in examining how educator retention, housing affordability, school quality, and regional economic vitality intersect. Community participation will include pre-launch information sessions, twice-yearly updates at participating schools, partnership planning, and review of annual findings.

Section IX. Knowledge Sharing

WCS will share implementation information, tools, and lessons with other North Carolina school systems through NCDPI's ATR network, regional superintendent and educator-leadership forums, annual written summaries, conference presentations, webinars, and hosted or virtual site visits. Shareable products will include role descriptions, selection rubrics, school-readiness tools, scheduling examples, coaching and PLC protocols, professional-learning modules, communication resources, fidelity tools, and lessons from connecting ATR with a rural Grow-Your-Own pathway. WCS will maintain an internal repository and prepare public-facing resources that protect student and employee privacy.

Section X. Local Evaluation Procedures

WCS will use a mixed-method evaluation framework linking the theory of action to implementation, teacher-development, student, workforce, culture, technology/digital-learning, and sustainability outcomes. Baselines will be confirmed before implementation. Measures will be disaggregated by school, role, team, teacher experience/licensure status, and student group where appropriate and permissible.

Outcome domain	Measures	Schedule	Use
Implementation fidelity	Role assignment and roster verification; protected time; co-teaching/coaching cycles; PLC artifacts; training participation	Monthly school review; quarterly district review	Adjust schedules, coaching, tools, and support
Instructional quality and teacher growth	NC Teacher Evaluation; observation/fidelity evidence; teacher goals; participant surveys; mentoring evidence	Baseline; January and May; annual summative review	Target professional learning and continuation decisions
Student access and learning	Students directly taught by ToDs; students served by CIL/PR-CIL teams; district/interim assessments; EOG/EOC and EVAAS where available	Fall/winter/spring formative review; summer annual review	Refine role configuration and instructional focus
Attractiveness and retention	Applicants per role; acceptance; retention of ATR, supported beginning/residency, and comparison teachers; vacancies	Application cycle and annually	Recruitment, role design, sustainability
School culture	Teaching and Learning Conditions indicators; role clarity; collaboration and leadership survey items	Baseline and annually	Leadership coaching and communication

Technology and digital learning	Use of district digital resources and technology-supported instructional practices within ATR learning cycles	Quarterly artifacts and annual review	Refine professional learning and resource support
Grow-Your-Own pipeline	Teacher Cadet/Innovation Campus participation; clinical placements; licensure-program transitions; placements in WCS, as data systems mature	Annually	Strengthen App State and local pathway design
Sustainability and scale	Cost, funding source, trained internal facilitators, school readiness, fidelity and outcome thresholds	Quarterly finance review; annual expansion review	Determine continuation and expansion

Data Collection and Review Schedule

- August-October 2027: confirm assignments, team rosters, student reach, eligibility, enrollment, licensure/experience, vacancies, and baseline measures.
- Monthly: principals and school teams review schedules, protected time, coaching/co-teaching activity, PLC evidence, and emerging barriers.
- Quarterly: the District ATR Implementation and Oversight Team reviews implementation fidelity, formative student evidence, professional-learning participation, participant feedback, and budget/project status.
- January and May annually: administer participant surveys and review teacher efficacy, role clarity, collaboration, support, and school implementation indicators.

- June-August annually: analyze State assessments/EVAAS when available, district assessment trends, staffing, retention, applications, culture, and program evidence; prepare annual findings and next-year recommendations.
- Before each expansion decision: assess fidelity, school readiness, qualified personnel, projected reach, costs, protected time, and sustainable funding.

Responding to Results

When evidence shows expected progress, WCS will identify and sustain the practices and enabling conditions associated with improvement. When evidence shows insufficient progress, the Oversight Team will examine implementation conditions and document an adjustment to professional learning, coaching intensity, schedules, team configuration, role assignment, tools, communication, or other supports. Each adjustment will identify the evidence considered, action, owner, implementation date, and follow-up measure. Annual findings will inform continuation, expansion, sustainability, and the transfer of responsibilities from RTI to WCS.

Section XI. Cooperation with Independent Research

WCS will cooperate fully with the independent research organization selected by the State Board of Education. WCS will provide program information and data, participate in interviews and other approved data-collection activities, facilitate access to relevant personnel and materials, and support preparation of the annual evaluation report required under G.S. 115C-310.15. WCS will designate a district point of contact and comply with applicable privacy, security, data-sharing, and records requirements. RTI's role as WCS's technical-assistance and local evaluation-support partner will remain distinct from the independent research organization selected by the State.

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[2] StateoftheTeachingProfession2026.pdf

[3] 2026 Advanced Teaching Roles RFP_Final (1).pdf

[4] S257v8.pdf

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of July in the year Two Thousand Twenty Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Watauga County Board of Education
175 Pioneer Trail
Boone, NC 28607

and the Architect:
(Name, legal status, address and other information)

Clark Nexsen -NC, a division of Johnson, Mirmiran, &Thompson, Inc.
301 College Street, Suite 300
Asheville, NC 28801

for the following Project:
(Name, location and detailed description)

Existing Valle Crucis Elementary School
2998 Broadstone Rd, Sugar Grove, NC 28679

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be finalized during the programming phase

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The preliminary scope for the Project will generally support a child development center, support elements for the child development center, and central office support. The final square footage of the building will be determined during the programming phase. The Project may include partial demolition of the existing building, renovations to the remaining structures, and an addition to accommodate the central office. The preliminary scope is based on the construction budget noted in Section 1.1.3.

The finalized scope for the Project shall be established at the conclusion of Phase I (see Section 11.1).

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Construction budget of $16,665,000 and Owner contingency of $835,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design: {insert}
Design Development: {insert}
Construction Documents: {insert}
Permitting and Bidding: {insert}

Final Schedule to be updated upon Notice to Proceed.

.2 Construction commencement date:

June 2027

.3 Substantial Completion date or dates:

(Paragraphs deleted)
Eighteen (18) months from Owner's Notice to Proceed to Contractor.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design Bid Build

(Paragraphs deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Leslie Alexander, Ed.D.
Superintendent of Schools
Watauga County Schools
175 Pioneer Trail
Boone, NC 28607

Dr. Alexander may designate another Central Office employee as needed to serve in this capacity.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Dr. Leslie Alexander or designee, Watauga County Superintendent of Schools

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Firm to be selected following initial determination of the building location in Phase I

(Paragraph deleted)

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.2 Other, if any:

Surveyor (to be identified after Phase I Notice to Proceed)
Commissioning (to be identified after Phase II Notice to Proceed)

(Paragraphs deleted)

Security Design (to be identified after Phase II Notice to Proceed or earlier if needed by Architect to complete Phase I services)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Chadwick S. Roberson, AIA
301 College Street Suite 300
Asheville, NC 28801

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KEPA Engineering
8 Magnolia Ave #100, Asheville, NC 28801

.2 Mechanical Engineer:

Clark Nexsen-NC, a division of Johnson Mirmiran, & Thompson, Inc.

.3 Electrical Engineer:

Clark Nexsen-NC, a division of Johnson Mirmiran, & Thompson, Inc

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

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party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect's services shall be provided in a timely manner.

§ 2.2.1 The Architect shall notify the Owner, in writing, in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Any discovered errors, conflicts or omission in any design, drawings or specifications prepared or furnished by the Architect will be promptly corrected by the Architect as a Basic Service, at no additional cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services shall in no way alter the Architect's obligations or the Owner's rights hereunder.

§ 2.3 The Architect's representative identified in Section 1.1.11 shall be authorized to act on behalf of the Architect with respect to the Project. The Architect shall not change the designated representative without the Owner's prior written consent, which consent the Owner shall not unreasonably withhold.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall procure and maintain in effect during the term of this Agreement the coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved by the Owner.

§ 2.5.1 Commercial General Liability Insurance (CGL): Policy limits of not less than two million dollars ($2,000,000) on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury for each occurrence. If an aggregate limit applies to occurrences under the CGL such aggregate shall be no less than three million dollars ($3,000,000).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and two million dollars ($2,000,000) policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 The certificates of insurance shall be on the latest approved North Carolina Department of Insurance Acord Form 25 and shall be provided to the Owner within seven (7) days after execution of this Agreement. The certificates of insurance shall certify that the insurance policies required in this Section 2.5 are in force as of the commencement of the Agreement and certifying that these policies will not be cancelled during the Agreement other than by an endorsement added to the policies reading substantially as follows: "The policies herein referred to are not cancelable or subject to reduction of coverage by the Insurer unless the Watauga County Board of Education has received thirty (30) days prior written notice via registered or certified letter." Certificates of insurance containing disclaimers holding the Architect harmless for failure to notify the Owner of the Architect's policy cancellations will not be acceptable and should be modified to delete such disclaimers from the insurance certificates.

§ 2.5.9 The North Carolina Workers' Compensation Act (the "NCWCA") requires that all businesses which employ three or more employees (N.C.G.S. § 97-2), including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain workers' compensation insurance or qualify as self-insured employers for purposes of paying worker's compensation benefits to their employees. An employer is not relieved of its liability under the NCWCA by calling its employees "independent contractors." Even if the employer refers to its workers as independent contractors and issues a Form 1099 for tax purposes, the North Carolina Industrial Commission may still find that the workers were in fact employees, based upon its analysis of several factors, including but not limited to the degree of control exercised by the employer over the details of the work. Owner requires all vendors and contractors working for Owner to provide evidence of worker's compensation insurance coverage unless excluded from coverage under North Carolina law. By execution of this agreement, Architect is certifying compliance with the NCWCA.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or otherwise designated as "Basic Services" below are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, order or other legal requirements, including but not limited to all zoning, restrictions or requirements of record, building codes, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents.
§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.6.1 If requested by Owner, the Architect and/or the Architect's consultant(s) shall prepare, on Owner's behalf and as Additional Services, applications and supporting documentation for all design-related and land-use permitting, variances and approvals required by state and local government authorities having jurisdiction over the Project. The Architect shall revise applications and support documentation as required to resolve comments received from such government authorities. However, the Architect's appearance as an expert, as well as the preparation of special drawings, visual aids and other materials and design work prepared shall be billed as an Additional Service.

§ 3.2 Schematic Design Phase Services
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval consistent with the budget for the Cost of the Work. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.5.2.1 The Architect shall not design, specify or incorporate in the Drawings or Specifications any Hazardous Materials, in such a manner as would violate the requirements of all existing laws, ordinances, codes, rules,

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regulations, orders and decisions of all governmental authorities having jurisdiction over the Project, or would cause substantial damage or risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property of cause liability to the Owner. For purposes of this this Agreement, the term "Hazardous Materials" shall include, but is not limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 et seq., 42 U.S.C. Sec. 6910 et seq. and all other environmental laws, rules, and regulations as all of the above may be amended from time to time.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval consistent with the budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors and shall assist the Owner in prequalification of bidders consistent with state and federal guidelines. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 assisting Owner in prequalification of bidders as permitted by existing law and preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction and any modifications to the General Conditions made thereto by the Owner in Supplementary General Conditions. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Requests for Information or Clarification from the Contractor shall be received electronically through the Architect's information management software or as otherwise specified in the Contract Documents. The Architect will respond to such requests that comply with the requirements of the Contract Documents within the time specified in the Contract Documents and forward responses to the Contractor through the Architect's information management software. The Architect will also forward responses electronically to the Owner, if desired, through the Architect's information management software. Receipt and forwarding of paper documents or retrieving and forwarding

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electronic documents through either the Contractor's or Owner's information management software is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Consistent with Section 4.2.3, site visits shall be made by representatives of the Architect, and its consultants as requested, who are knowledgeable of the Project requirements and competent in each discipline having work in progress at the time of the visit. Such representatives shall review conformance of the Work with the design shown in the Contract Documents.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect, and its consultants as needed, shall not approve submittals from the Contractor which do not conform to the design in the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 For paper submittals, the Architect shall retain one copy of each reviewed submittal as a record copy and forward one copy to the Owner, if required by the Contract Documents. All other copies of paper submittals shall be returned to a single address specified by the Contractor using the least cost delivery method available to the Architect. Distribution of the Contractor's copies of paper submittals to more than one location is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 3.6.4.7 For electronic submittals, the Architect shall retain an electronic copy of each reviewed submittal and forward electronically to the Owner and the Contractor using the Architect's information management system, which may require the recipient to download the documents. Distribution of submittals by other methods such as emailing files as attachments and printing and shipping paper copies is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 3.6.4.8 The Architect shall retain submittal documents for a period consistent with the Architect's document retention policy, but not less than one year after Final Completion.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents;

.5 issue the Owner's required document entitled "Final Certificate and Release" to the Contractor for execution as a condition precedent to Final Payment to the Contractor; and

.6 prepare and provide to the Owner a set of reproducible Conformed Drawings, and any revisions thereto ("Conformed Drawings") showing all significant changes in the Work known to the Architect made during construction. The Conformed Drawings shall be based on marked up prints, plans, and other data furnished by the Contractor. Architect does not certify the accuracy of the Conformed Drawings to the extent the information is provided exclusively by the Contractor.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 During the tenth month after the date of Substantial Completion, the Architect shall, included as part of the Basic Services, conduct a meeting with the Owner to review the facility operations and performance. The Architect shall prepare a report indicating outstanding work or deficiencies in the Work to be corrected by the Contractor. The Architect shall provide a copy of the report to the Owner and, at the Owner's discretion, the Contractor. Upon the Owner's request and as Additional Services, the Architect shall assist the Owner in taking necessary action(s) to cause and deficiencies to be corrected.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Unless otherwise provided in the Agreement, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.*

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Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect (including in Basic Services see Section 10.10.1)
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Architect (if required)
§ 4.1.1.5 Site evaluation and planning	Architect (including in Basic Services)
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Code minimum design (including in Basic Services)
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect (including in Basic Services)
§ 4.1.1.15 As-designed record drawings	See Article 3.6.1.6
§ 4.1.1.16 As-constructed record drawings	See Article 3.6.1.6
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	See Article 4.1.2.1
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
§ 4.1.1.31 Structural Special Inspection Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

In regards to Section 4.1.1.23, the Architect shall provide back box and conduit based on Owner or Owner's agent's input.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect when such submittal will require substantial additional time beyond that required for review in sequence;

.2 When impacting the critical party, responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Owner-approved Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service unless caused in whole or in part by an error or omission in the Architect' Basis Services under this Agreement;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Two (2) monthly visits to the site by the Architect during construction, unless additional visits are needed based on an act or omission, in whole or in part, by the Architect.

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, if the services covered by this Agreement are extended beyond thirty (30) days due to no fault or partial fault of the Architect from the contractual date of Final Completion established in the contract between the Owner and Contractor ("Extended Contract Services"), including all approved extensions thereto, the Architect's services shall be compensated as Additional Services except for pre-existing Basic and Supplemental Services which have not yet been performed including but not limited to: a) close-out related services necessary for project Final Completion; and b) assisting the Owner in the preparation of the Final Certificate and Release to be executed by the Construction Manager. Prior to commencing any Extended Contract Services under this Article, the Architect shall provide the Owner with a reasonably detailed written description of Architect's estimation of the remaining Basic and Supplemental Services to be provided. In its sole discretion, the Owner may direct the Architect to suspend some or all of its services for a period of time not to exceed a total of ninety (90) calendar days to minimize or avoid a request for Additional Services. The Architect shall not proceed to provide any Extended Construction Services until the Architect receives the Owner's written approval to proceed. In the event that Extended Contract Services are due to the Architect's partial fault, the Owner shall prorate the amount owed, based on the Architect's proportionate fault. In the event the Architect disagrees with the Owner's determination of entitlement to Extended Contract Services, or its determination of pro-ration of fees, the Architect will provide the services subject to a reservation of rights.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 [Omitted].

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§ 5.16 Architect understands that the Owner is a public body subject to minimal meeting notice requirements by law. Therefore, any reference in the Contract Documents to the Owner taking action or rendering a decision "within a reasonable time" or "with reasonable promptness" is understood to mean no less than ten (10) business days.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.3;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect warrants that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 Subject to applicable public records laws, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, at any time, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, agrees to waive any claims against the Architect and its consultants for all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall proceed in accordance with the requirements of G.S. 143-128(f1).

§ 8.2.2 Omitted.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement
[X] Litigation in a court of competent jurisdiction
[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 – Omitted.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If either party believes the other party is in default of any of the obligations and requirements under this Agreement, the non-defaulting party may send written notice of default to the defaulting party with a fourteen (14) day cure period. If the defaulting party does not cure the default within the fourteen (14) day cure period, the non-defaulting party may terminate the Agreement with written notice to the non-defaulting party. In the event the Owner terminates the Agreement, the Architect shall be paid, as its sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expenses reasonably incurred up to the date of termination.

§ 9.2 The Owner may elect at any time to suspend the Project and the Owner shall provide the Architect with written notice thereof. This Agreement shall automatically terminate, at the Owner's election, if the Owner suspends the Project and such suspension lasts in excess of six (6) consecutive months. In the event the Owner suspends or terminates this Agreement, the Architect shall be paid, as its sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expense incurred up to the date of suspension or termination.

§ 9.3 The Owner may terminate this Agreement upon seven (7) days' written notice to the Architect for the Owners' convenience and without cause. In the event the Owner terminates the Agreement, the Architect shall be paid, as its sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expenses reasonably incurred up to the date of termination.

§ 9.4 It is the expectation of the Owner that Chadwick S Roberson shall be the principal Architect for the Project, and if s/he shall die, become incapacitated, cease to be employed by the Architect or for any other reason cease to be the principal Architect for the Project, the Owner may terminate this Agreement upon fourteen (14) days' written notice to the Architect and the Architect shall be paid, as Architect's sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expense reasonably incurred up to the date of termination.

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§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Except for any third-party beneficiaries notes under the identification of "Owner" herein, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.1.

§ 10.8 Subject to the laws of the State of North Carolina, including public records laws under G.S. 132, et al., if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Unless specified otherwise herein, the Architect shall provide documents, including submittals to the Owner and approval agencies, and bid or Contract Documents to the Contractor electronically in PDF format, with a single PDF file for each drawing. Provision of paper copies of documents, including labor and reproduction expenses is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 10.11 General Provisions. The following terms are hereby included in the Agreement and take precedent over conflicting provisions, if any, in the Agreement:

§ 10.11.1 Program Verification. As part of its Basic Services, the Architect shall review and verify the Owner's program requirements provided for the Project, including the overall scope, space needs, and functional relationships of interior spaces. The Architect shall meet with the Owner's representatives to confirm understanding of the program information and to identify any clarifications or adjustments necessary to support the Project's goals and budget. The Architect shall review with the Owner general site considerations to confirm alignment with the anticipated educational and operational needs. The Architect shall document the verified program information in a summary format and provide it to the Owner for confirmation prior to the completion of the Schematic Design Phase. Confirmation of the program information by the Owner shall be understood as authorization to proceed with completion of Schematic Design. Program verification is intended to confirm scope and alignment with the Project budget and does not constitute a separate phase of services.

§ 10.11.2 Final construction drawings and documents shall be furnished to the Owner by the Architect at no additional cost to the Owner in a standard electronic or digital format as required by the Owner.

§ 10.11.3 The Architect shall begin work on the Project immediately and then diligently pursue his work so that the construction documents for the Project can be delivered to the Contractor for purpose of soliciting bids no later than as scheduled indicted in Article 1.1.4.1, as may be updated.

§ 10.11.4 The Architect shall begin work on the Project immediately and diligently pursue his work so to meet the construction document completion dates.

§ 10.11.5 In accordance with N.C.G.S. § 143-134.1 and upon request of the Owner, the Architect will make a written determination whether there has been a delay in completion of the Project in accordance with terms of the plans and specifications due to the fault of one or more of the contractors. If the Architect determines that there has been a delay due to the fault of one or more of the contractors, the Architect shall identify: (a) the contractor(s) whose fault cause the delay; (b) the length of the delay in number of days; and (c) if necessary, the relative contribution of each contractor to the delay.

§ 10.11.6 The Contract Documents, which include, but are not limited to: the Agreement(s) between the Owner and Contractor(s), change orders, construction change directives, payment and performance bonds, certificates of insurance, and the Project Manual, drawings, plans, and specifications, the General Conditions, Supplementary General Conditions, and Special Conditions are hereby incorporated into this Agreement as if full set-forth. The Architect shall follow the Contract Documents in providing services under this Agreement. If this Agreement and the Contract Documents conflict, then the terms and conditions of this Agreement shall control.

§ 10.11.7 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instruments signed by both the Architect and the Owner. Nothing contained in

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this Agreement is intended to benefit any third party. The Agreement shall be deemed to have been written by both Parties and ambiguities shall not be construed against the Owner.

§ 10.11.8 This Agreement may be executed in multiple counterparts, each of which may contain the signatures of one or more parties, all of which, taken together, shall constitute one and the same instrument. Facsimile and/or scanned signatures shall be treated as an original.

§ 10.11.9 Conflicts of Interest. Architect certifies that it is aware of and shall comply with all laws related to conflicts of interest, gifts, favors and the like, specifically including but not limited to G.S. §133-31, G.S. §133-32, and G.S. §14-234. Architect hereby certifies it has no undisclosed conflicts of interest with respect to this Agreement, including but not limited to conflicts that may be due to representation of other clients, customer or vendees, other Architect's other contractual relationships, or any interest in property that Architect may have. Furthermore, Architect asserts it will not engage in any action that would create a conflict of interest for any of Owner's employee or other person during performance of, or otherwise related to, this Agreement. Should a conflict of interest arise during the term of this Agreement, Architect shall immediately disclose said conflict in writing to Owner. Violation of this section shall justify immediate termination of this Agreement.

§ 10.11.10 Federal Uniform Guidance Requirements and Funds. If the source of funds for this Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R § 200.326 and 2 C.F.R Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Copeland "Anti-Kickback" Act (40 U.S.C 3145); Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 C.F.R. §200.2324). In addition, if the Agreement is funded using FEMA funding, the following additional terms and conditions shall apply: (i) Access to records – (a) Architect agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Architect which are directly pertinent to this Agreement or other agreement between the parties for the purposes of making audits, examinations, excerpts, and transcriptions; (b) Architect agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (c) Architect agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement or other agreement between the Parties; and (d) in compliance with the Disaster Recovery Act of 2018, Owner and Architect acknowledge and agree that no language in the Agreement or other agreement between the parties is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States; (ii) DHS seal, logo and flags – Architect shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval; (iii) Compliance with federal laws, regulations and executive orders - Parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement or other agreement between Parties. Vendor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives; (iv) No obligation by federal government - the Federal Government is not a party to the Agreement or other agreement between the parties and is not subject to any obligations or liabilities to the non-federal entity, Architect, or any other party pertaining to any matter resulting from this Agreement or other agreement between Parties; and (v) Fraud and false or fraudulent or related acts – Architect acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Architect's actions pertaining to the Agreement or other agreement between the parties.

By signing this Agreement, Architect certifies that it is in compliance with all applicable federal laws, rules and regulations; it is not subject to debarment; it is in compliances with the Copeland "Anti-kickback" Act and the Bryd Anti-Lobbying Amendment.

§ 10.11.11 Non-discrimination. During the performance of the Agreement, all Parties agree not to discriminate against any employee or applicant for employment in terms of initial employment, tenure, terms of employment or otherwise because of race, color, religion, sex, national origin, political affiliation or belief, age, sexual orientation, ancestry, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. All Parties will post, when appropriate, all notices related to nondiscrimination as may be required by applicable law. Architect shall insert a non-discrimination clause in all subcontracts and require the same in any lower

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tier subcontracts. Architect shall be responsible for compliance with this provision for its employees and all subcontractors.

§ 10.11.12 E-verify. At all times during performance of this Agreement, the Parties shall fully comply with Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any subcontractors utilized. All Parties shall execute an affidavit verifying such compliance upon Owner's request. Architect shall not knowingly employ unauthorized alien workers in violation of 8 U.S.C. §1324a or Section 274A of the Immigration and Nationality Act (INA). Evidence of any such violation by Architect will be cause for immediate termination of this Agreement by Owner. Architect shall insert an E-verify clause of substantial similarity to this provision in all subcontracts and require the same in any lower tier subcontracts. Architect shall be responsible for compliance with this provision for its employees and all subcontractors.

§ 10.11.13 No Waiver of Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by the Owner or to in any way waive Owner's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of the Owner shall be subject to any personal liability by reason of execution of this Agreement or any other documents related to the transactions contemplated hereunder. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities.

§ 10.11.14 Divestment Acts. Architect hereby certifies that as of the date listed below, it is not on any of the Final Divestment Lists as created by the State Treasurer pursuant to: The Sudan (Darfur) Divestment Act of 2007, as amended; The Iran Divestment Act of 2015, as amended; or the Divestment from Companies Boycotting Israel Act of 2017, as amended, respectively codified in NCGS §147-86.41 et seq., NCGS §147-86.55 et seq. and NCGS §147-86.80 et seq. Architect shall not utilize in the performance of this Agreement any subcontractor that is identified on any Final Divestment List.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Phase I is based on the preliminary scope as outlined in Section 1.1.2 and based on the Project budget contained in Section 1.1.3.

Phase I Basic Services Architectural and Engineering Services	***$***	***457,795***
Programming	*$*	*29,725*
Schematic Design Phase	*$*	*267,500*
Existing building documentation phase I	*$*	*100,000*
On site sewer system design phase 1	*$*	*26,000*
Fire Suppression, storage, and treatment phase 1	*$*	*25,000*
Well design phase 1	*$*	*9,570*

(Paragraph deleted)
Upon completing Phase I, the Owner will finalize the Project's scope representing the most beneficial use based on the Project's geographic constraints, programming needs and budget. If during the course of Phase I the need for additional design requirements (i.e., sewer and well) become unnecessary due to scope changes, the Architect shall stop any additional design work at Owner's directive and Architect shall only invoice Owner an equitable amount based on the work, if any, completed to that point. In determining the equitable amount to invoice, if any, Architect shall base the amount on the hourly rates established in Exhibit B. In no event shall the cost of the additional design

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requirements in Phase I exceed the line-item amounts noted in the above chart.
Prior to beginning any work for Phase II, the Parties shall, based on the finalized scope, negotiate and enter an amendment to this Agreement for the Phase II Stipulated Sum (to also include any additional design requirements, if any, beyond Phase II Basic Services). No work shall commence for Phase II until the amendment is duly executed and Owner provides Architect with a Notice to Proceed.

Phase II Basic Services Architectural and Engineering Services	***$***	***TBD***
Design Development Phase	*$*	*TBD*
100% Construction Document Phase	*$*	*TBD*
Bidding	*$*	*TBD*
Construction Administration	*$*	*TBD*
Additional Design Requirements	***$***	***TBD***
Existing building documentation Phase 2	*$*	*80,000*
Fire suppression, storage, and treatment Phase 2	*$*	*100,000*
On Site Sewer System Design Phase 2	*$*	*104,000*
Well Design and permitting Phase 2	*$*	*3,8280*
10-month walk through and report	*$*	*3,500*

Total Design Fee	***$***	***TBD***
Phase I Basic Services	*$*	*457,795*
Phase II Basic Services	*$*	*TBD*
Additional Design Requirement	*$*	*TBD*

(Paragraph deleted)

.2 Amendments for Scope Reductions. If the Owner needs to reduce the finalized scope after the commencement of Phase II, the Parties shall execute an amendment to the Agreement to account for the reduced scope, budget and reduction to the Stipulated Sum. If the Basic Services portion of the Stipulated Sum is reduced because of the reduced scope, the reduction shall be indicated in each impacted line item under Basic Services.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

None.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be based on the hourly rates in Exhibit B and see Article 11.5.2.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not applicable.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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Programing and Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Nine	percent (	9	%)
Total Basic Compensation	Ninety-Nine	percent (	99	%)

§ 11.5.1 Payment of the final one percent (1%) of the total fee for the Stipulated Sum will be made to the Architect at such time as final acceptance of the Project is made in writing by the Owner, upon the closing of all construction contracts and after the submission to the Owner of all documents as required herein and in the Construction Documents, all warranties and guarantees, all closeout documents and all operation and maintenance instructions and/or manuals.

§ 11.5.2 For all Additional Services, as defined herein, prior to commencement of and compensation for any and all Additional Services, the Architect must notify the Owner in writing that such Additional Services will be necessary and shall obtain the Owners written approval to either a mutually agreeable: 1) lump sum amount; or 2) hourly fee arrangement for the specific scope of work. Unless otherwise specified herein, the Architect's current hourly rates are established in Exhibit B. All time shall be rounded to the nearest quarter hour. Payment for any such Additional Services shall be made by the Owner, by and through Authorized Payor, from time to time upon presentation of the Architect's detailed invoice showing at a minimum the date, a description of the specific activity and the time spent, rounded to the nearest quarter hour. The Owner shall not pay for Additional Services not approved in advance as required herein.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attached Exhibit B
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows

.1

(Paragraphs deleted)

If authorized in advance by the Owner, the expense of overtime-work requiring higher than regular rates.

.2 If their employment is authorized in advance by the Owner, fees of special consultants for other than the normal civil, structural, mechanical, plumbing and electrical engineering, and landscape architectural services; provided, however, that the Architect is not entitled to any mark-up costs.

(Paragraphs deleted)

.3 Renders, models and mock-ups, not otherwise required herein, that are requested by the Owner provided, however, that the Architect will create, free of charge, basic presentation materials to present to the Owner if request.

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.4 The aggregate of all reimbursable expense shall be capped at 1.50% of the Stipulated Sum established herein.

(Paragraph deleted)

§ 11.8.2 Records of Reimbursable Expenses, and expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner or its authorized representative at all times.

§ 11.8.3 Hourly Rate Billing. The hourly billing rates for services of the Architect and the Architect's consultants are set forth in Exhibit B. These rates may be adjusted no more than once annually, effective for the entire calendar year, to reflect normal compensation and expense adjustments in the Architect's and Architect's consultants' offices. Any such adjustment shall not exceed the percentage change in the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for Professional and Related Services, or if that index is no longer published, a comparable index reflecting professional service labor cost escalation. If there are changes in Architect and the Architect's consultants hourly rates, Architect shall provide a copy of the updated hourly rates at least one (1) month prior to the rate increase.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

None.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Unless otherwise specified in this Agreement, all notices and other communications hereunder shall be in writing and shall be sent by US Mail, via certified mail, to the relevant party at the address listed below:

To Owner: Leslie Alexander, Ed.D.
Superintendent of Schools
175 Pioneer Trial

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Boone, NC 28607
Email: alexanderl@wataugaschools.org

To Architect: Chadwick S Roberson, AIA
301 College Street Suite 300
Asheville, NC 28801
Email: croberson@clarknexsen.com

Notices and communications may also be sent by electronic mail, but such method shall not be a substitute for providing written notice as required by herein.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

.3 Exhibits:

[

(Paragraphs deleted)

X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A- proposal letter dated 4-29-2026
Exhibit B- Architects hourly rate schedule

If there are any conflicts between this Agreement and any Exhibits, this Agreement shall control.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Leslie Alexander, Ed.D. Superintendent of Schools	Chadwick S. Roberson, AIA Chief Practice Officer
(Printed name and title)	*(Printed name, title, and license number, if required)*

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

_____ Date: _____
Joseph Nash, Chief Finance Officer

Init. /

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Additions and Deletions Report for
AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the First day of July in the year Two Thousand Twenty Six

...

Watauga County Board of Education
175 Pioneer Trail
Boone, NC 28607

...

Clark Nexsen -NC, a division of Johnson, Mirmiran, &Thompson, Inc.
301 College Street, Suite 300
Asheville, NC 28801

...

Existing Valle Crucis Elementary School
2998 Broadstone Rd, Sugar Grove, NC 28679

PAGE 2

To be finalized during the programming phase

...

The preliminary scope for the Project will generally support a child development center, support elements for the child development center, and central office support. The final square footage of the building will be determined during the programming phase. The Project may include partial demolition of the existing building, renovations to the remaining structures, and an addition to accommodate the central office. The preliminary scope is based on the construction budget noted in Section 1.1.3.

The finalized scope for the Project shall be established at the conclusion of Phase I (see Section 11.1).

PAGE 3

Construction budget of $16,665,000 and Owner contingency of $835,000.

...

.1 Design phase milestone dates, if any:

Schematic Design: {insert}

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Design Development: {insert}
Construction Documents: {insert}
Permitting and Bidding: {insert}

Final Schedule to be updated upon Notice to Proceed.

...

June 2027

...

~~.4 Other milestone dates:~~

Eighteen (18) months from Owner's Notice to Proceed to Contractor.

...

Design Bid Build

~~§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:~~
~~*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*~~

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Leslie Alexander, Ed.D.
Superintendent of Schools
Watauga County Schools
175 Pioneer Trail
Boone, NC 28607

Dr. Alexander may designate another Central Office employee as needed to serve in this capacity.

...

Dr. Leslie Alexander or designee, Watauga County Superintendent of Schools

...

Firm to be selected following initial determination of the building location in Phase I

~~.2 Civil Engineer:~~.2 Other, if any:

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Surveyor (to be identified after Phase I Notice to Proceed)
Commissioning (to be identified after Phase II Notice to Proceed)

~~.3 Other, if any:~~
~~*(List any other consultants and contractors retained by the Owner.)*~~

Security Design (to be identified after Phase II Notice to Proceed or earlier if needed by Architect to complete Phase I services)

PAGE 4

Chadwick S. Roberson, AIA
301 College Street Suite 300
Asheville, NC 28801

...

KEPA Engineering
8 Magnolia Ave #100, Asheville, NC 28801

...

Clark Nexsen-NC, a division of Johnson Mirmiran, & Thompson, Inc.

...

Clark Nexsen-NC, a division of Johnson Mirmiran, & Thompson, Inc

...

Not applicable

...

Not applicable

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 5

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect's services shall be provided in a timely manner.

§ 2.2.1 The Architect shall notify the Owner, in writing, in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Any discovered errors, conflicts or omission in any design, drawings or specifications prepared or furnished by the Architect will be promptly corrected by the Architect as a Basic Service, at no additional cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services shall in no way alter the Architect's obligations or the Owner's rights hereunder.

§ 2.3 The ~~Architect shall identify a representative~~ Architect's representative identified in Section 1.1.11 shall be authorized to act on behalf of the Architect with respect to the Project. The Architect shall not change the designated representative without the Owner's prior written consent, which consent the Owner shall not unreasonably withhold.

...

§ 2.5 The Architect shall ~~maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~procure and maintain in effect during the term of this Agreement the coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved by
the Owner.

§ 2.5.1 Commercial General Liability ~~with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~Insurance (CGL): Policy limits of not less than two million dollars ($2,000,000) on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury for each occurrence. If an aggregate limit applies to occurrences under the CGL such aggregate shall be no less than three million dollars ($3,000,000).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~($)~~ one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than ~~($) each accident, ($) each employee, and ($)~~ one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and two million dollars ($2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~($) per claim and ($)~~ two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this ~~Section 2.5.~~Section 2.5 The certificates of insurance shall be on the latest approved North Carolina Department of Insurance Acord Form 25 and shall be provided to the Owner within seven (7) days after execution of this Agreement. The certificates of insurance shall certify that the insurance policies required in this Section 2.5 are in force as of the commencement of the Agreement and certifying that these policies will not be cancelled during the Agreement other than by an endorsement added to the policies reading substantially as follows:

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"The policies herein referred to are not cancelable or subject to reduction of coverage by the Insurer unless the Watauga County Board of Education has received thirty (30) days prior written notice via registered or certified letter." Certificates of insurance containing disclaimers holding the Architect harmless for failure to notify the Owner of the Architect's policy cancellations will not be acceptable and should be modified to delete such disclaimers from the insurance certificates.

§ 2.5.9 The North Carolina Workers' Compensation Act (the "NCWCA") requires that all businesses which employ three or more employees (N.C.G.S. § 97-2), including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain workers' compensation insurance or qualify as self-insured employers for purposes of paying worker's compensation benefits to their employees. An employer is not relieved of its liability under the NCWCA by calling its employees "independent contractors." Even if the employer refers to its workers as independent contractors and issues a Form 1099 for tax purposes, the North Carolina Industrial Commission may still find that the workers were in fact employees, based upon its analysis of several factors, including but not limited to the degree of control exercised by the employer over the details of the work. Owner requires all vendors and contractors working for Owner to provide evidence of worker's compensation insurance coverage unless excluded from coverage under North Carolina law. By execution of this agreement, Architect is certifying compliance with the NCWCA.
PAGE 6

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or otherwise designated as "Basic Services" below are Supplemental or Additional Services.
PAGE 7

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, order or other legal requirements, including but not limited to all zoning, restrictions or requirements of record, building codes, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents.

...

§ 3.1.6.1 If requested by Owner, the Architect and/or the Architect's consultant(s) shall prepare, on Owner's behalf and as Additional Services, applications and supporting documentation for all design-related and land-use permitting, variances and approvals required by state and local government authorities having jurisdiction over the Project. The Architect shall revise applications and support documentation as required to resolve comments received from such government authorities. However, the Architect's appearance as an expert, as well as the preparation of special drawings, visual aids and other materials and design work prepared shall be billed as an Additional Service.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's ~~approval.~~ approval consistent with the budget for the Cost of the Work. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

...

§ 3.3.5.2.1 The Architect shall not design, specify or incorporate in the Drawings or Specifications any Hazardous Materials, in such a manner as would violate the requirements of all existing laws, ordinances, codes, rules, regulations, orders and decisions of all governmental authorities having jurisdiction over the Project, or would cause substantial damage or risk of substantial damage to the environment, or in such a manner as to leave any residue which

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could be hazardous to persons or property of cause liability to the Owner. For purposes of this this Agreement, the term "Hazardous Materials" shall include, but is not limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 et seq., 42 U.S.C. Sec. 6910 et seq. and all other environmental laws, rules, and regulations as all of the above may be amended from time to time.

PAGE 8

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's ~~approval.~~ approval consistent with the budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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The Architect shall assist the Owner in establishing a list of prospective ~~contractors.~~ contractors and shall assist the Owner in prequalification of bidders consistent with state and federal guidelines. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either~~ competitive bids ~~or negotiated proposals;~~ (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

...

.3 assisting Owner in prequalification of bidders as permitted by existing law and preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

...

~~**§ 3.5.3 Negotiated Proposals**~~

~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:~~

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service,~~ shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction.~~ Construction and any modifications to the General Conditions made thereto by the Owner in Supplementary General Conditions. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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...

§ 3.6.1.4 Requests for Information or Clarification from the Contractor shall be received electronically through the Architect's information management software or as otherwise specified in the Contract Documents. The Architect will respond to such requests that comply with the requirements of the Contract Documents within the time specified in the Contract Documents and forward responses to the Contractor through the Architect's information management software. The Architect will also forward responses electronically to the Owner, if desired, through the Architect's information management software. Receipt and forwarding of paper documents or retrieving and forwarding electronic documents through either the Contractor's or Owner's information management software is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Consistent with Section 4.2.3, site visits shall be made by representatives of the Architect, and its consultants as requested, who are knowledgeable of the Project requirements and competent in each discipline having work in progress at the time of the visit. Such representatives shall review conformance of the Work with the design shown in the Contract Documents.

PAGE 11

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect, and its consultants as needed, shall not approve submittals from the Contractor which do not conform to the design in the Contract Documents.

...

§ 3.6.4.6 For paper submittals, the Architect shall retain one copy of each reviewed submittal as a record copy and forward one copy to the Owner, if required by the Contract Documents. All other copies of paper submittals shall be returned to a single address specified by the Contractor using the least cost delivery method available to the Architect. Distribution of the Contractor's copies of paper submittals to more than one location is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 3.6.4.7 For electronic submittals, the Architect shall retain an electronic copy of each reviewed submittal and forward electronically to the Owner and the Contractor using the Architect's information management system, which may require the recipient to download the documents. Distribution of submittals by other methods such as emailing files as attachments and printing and shipping paper copies is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 3.6.4.8 The Architect shall retain submittal documents for a period consistent with the Architect's document retention policy, but not less than one year after Final Completion.

PAGE 12

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract ~~Documents.~~Documents;

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.5 issue the Owner's required document entitled "Final Certificate and Release" to the Contractor for execution as a condition precedent to Final Payment to the Contractor; and

.6 prepare and provide to the Owner a set of reproducible Conformed Drawings, and any revisions thereto ("Conformed Drawings") showing all significant changes in the Work known to the Architect made during construction. The Conformed Drawings shall be based on marked up prints, plans, and other data furnished by the Contractor. Architect does not certify the accuracy of the Conformed Drawings to the extent the information is provided exclusively by the Contractor.

...

§ 3.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from the~~ During the tenth month after the date of Substantial Completion, the Architect shall, ~~without additional compensation,~~ included as part of the Basic Services, conduct a meeting with the Owner to review the facility operations and performance. The Architect shall prepare a report indicating outstanding work or deficiencies in the Work to be corrected by the Contractor. The Architect shall provide a copy of the report to the Owner and, at the Owner's discretion, the Contractor. Upon the Owner's request and as Additional Services, the Architect shall assist the Owner in taking necessary action(s) to cause and deficiencies to be corrected.

...

§ 4.1.1 ~~The~~ Unless otherwise provided in the Agreement, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
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§ 4.1.1.1 Programming	Architect (including in Basic Services see Section 10.10.1)
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Architect (if required)
§ 4.1.1.5 Site evaluation and planning	Architect (including in Basic Services)
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Code minimum design (including in Basic Services)
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect (including in Basic Services)
§ 4.1.1.15 As-designed record drawings	See Article 3.6.1.6
§ 4.1.1.16 As-constructed record drawings	See Article 3.6.1.6
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided

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§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	See Article 4.1.2.1
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
§ 4.1.1.31 Structural Special Inspection Services	Not provided

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In regards to Section 4.1.1.23, the Architect shall provide back box and conduit based on Owner or Owner's agent's input.

...

Not Applicable

PAGE 15

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the ~~Architect;~~Architect when such submittal will require substantial additional time beyond that required for review in sequence;

.2 ~~Responding~~ When impacting the critical party, responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Owner-approved Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of ~~Service;~~Service unless caused in whole or in part by an error or omission in the Architect' Basis Services under this Agreement;

...

.1 ~~(—)~~Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ~~(—)~~Two (2) monthly visits to the site by the Architect during ~~construction~~construction, unless additional visits are needed based on an act or omission, in whole or in part, by the Architect.

.3 ~~(—)~~Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(—)~~Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, ~~Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~if the services covered by this Agreement are extended beyond thirty (30) days due to no fault or partial fault of the Architect from the contractual date of Final Completion established in the contract between the Owner and Contractor ("Extended Contract Services"), including all approved extensions thereto, the Architect's services shall be compensated as Additional Services except for pre-existing Basic and Supplemental Services which have not yet been performed including but not limited to: a) close-out related

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services necessary for project Final Completion; and b) assisting the Owner in the preparation of the Final Certificate and Release to be executed by the Construction Manager. Prior to commencing any Extended Contract Services under this Article, the Architect shall provide the Owner with a reasonably detailed written description of Architect's estimation of the remaining Basic and Supplemental Services to be provided. In its sole discretion, the Owner may direct the Architect to suspend some or all of its services for a period of time not to exceed a total of ninety (90) calendar days to minimize or avoid a request for Additional Services. The Architect shall not proceed to provide any Extended Construction Services until the Architect receives the Owner's written approval to proceed. In the event that Extended Contract Services are due to the Architect's partial fault, the Owner shall prorate the amount owed, based on the Architect's proportionate fault. In the event the Architect disagrees with the Owner's determination of entitlement to Extended Contract Services, or its determination of pro-ration of fees, the Architect will provide the services subject to a reservation of rights.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(~~ thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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~~**§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.**~~

...

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~[Omitted].

§ 5.16 Architect understands that the Owner is a public body subject to minimal meeting notice requirements by law. Therefore, any reference in the Contract Documents to the Owner taking action or rendering a decision "within a reasonable time" or "with reasonable promptness" is understood to mean no less than ten (10) business days.

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.3 terminate in accordance with Section ~~9.5;~~9.3;

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect~~ Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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§ 7.1 The Architect ~~and the Owner warrant~~ warrants that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 ~~The~~ Subject to applicable public records laws, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service ~~solely and exclusively~~ for purposes of constructing, using, maintaining, altering and adding to the Project, at any time, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for ~~cause as provided in Section 9.4,~~ cause, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, ~~further agrees to indemnify and hold harmless~~ agrees to waive any claims against the Architect and its consultants ~~from~~ for all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section ~~9.4.~~9.1.

...

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this ~~Agreement, except as specifically provided in Section 9.7.~~Agreement.

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§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~Mediation shall proceed in accordance with the requirements of G.S. 143-128(f1).

§ 8.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Omitted.

...

[ ] [X] Litigation in a court of competent jurisdiction

...

§ 8.3 ~~Arbitration~~ Omitted.

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the~~

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~~date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

§ 9.1 If either party believes the other party is in default of any of the obligations and requirements under this Agreement, the non-defaulting party may send written notice of default to the defaulting party with a fourteen (14) day cure period. If the defaulting party does not cure the default within the fourteen (14) day cure period, the non-defaulting party may terminate the Agreement with written notice to the non-defaulting party. In the event the Owner terminates the Agreement, the Architect shall be paid, as its sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expenses reasonably incurred up to the date of termination.

§ 9.2 The Owner may elect at any time to suspend the Project and the Owner shall provide the Architect with written notice thereof. This Agreement shall automatically terminate, at the Owner's election, if the Owner suspends the Project and such suspension lasts in excess of six (6) consecutive months. In the event the Owner suspends or terminates this Agreement, the Architect shall be paid, as its sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expense incurred up to the date of suspension or termination.

§ 9.3 The Owner may terminate this Agreement upon seven (7) days' written notice to the Architect for the Owners' convenience and without cause. In the event the Owner terminates the Agreement, the Architect shall be paid, as its sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expenses reasonably incurred up to the date of termination.

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§ 9.4 It is the expectation of the Owner that Chadwick S Roberson shall be the principal Architect for the Project, and if s/he shall die, become incapacitated, cease to be employed by the Architect or for any other reason cease to be the principal Architect for the Project, the Owner may terminate this Agreement upon fourteen (14) days' written notice to the Architect and the Architect shall be paid, as Architect's sole remedy, accepted and approved Basic Services, Supplemental and Additional Services and Reimbursable Expense reasonably incurred up to the date of termination.

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~
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§ 10.5 ~~Nothing~~ Except for any third-party beneficiaries notes under the identification of "Owner" herein, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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...

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section ~~9.4~~ 9.1.

§ 10.8 ~~If~~ Subject to the laws of the State of North Carolina, including public records laws under G.S. 132, et al., if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
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§ 10.10 Unless specified otherwise herein, the Architect shall provide documents, including submittals to the Owner and approval agencies, and bid or Contract Documents to the Contractor electronically in PDF format, with a single PDF file for each drawing. Provision of paper copies of documents, including labor and reproduction expenses is available as an Additional Service in accordance with the provisions of Section 4.2.

§ 10.11 General Provisions. The following terms are hereby included in the Agreement and take precedent over conflicting provisions, if any, in the Agreement:

§ 10.11.1 Program Verification. As part of its Basic Services, the Architect shall review and verify the Owner's program requirements provided for the Project, including the overall scope, space needs, and functional relationships of interior spaces. The Architect shall meet with the Owner's representatives to confirm understanding of the program information and to identify any clarifications or adjustments necessary to support the Project's goals and budget. The Architect shall review with the Owner general site considerations to confirm alignment with the anticipated educational and operational needs. The Architect shall document the verified program information in a summary format and provide it to the Owner for confirmation prior to the completion of the Schematic Design Phase. Confirmation of the program information by the Owner shall be understood as authorization to proceed with completion of Schematic Design. Program verification is intended to confirm scope and alignment with the Project budget and does not constitute a separate phase of services.

§ 10.11.2 Final construction drawings and documents shall be furnished to the Owner by the Architect at no additional cost to the Owner in a standard electronic or digital format as required by the Owner.

§ 10.11.3 The Architect shall begin work on the Project immediately and then diligently pursue his work so that the construction documents for the Project can be delivered to the Contractor for purpose of soliciting bids no later than as scheduled indicted in Article 1.1.4.1, as may be updated.

§ 10.11.4 The Architect shall begin work on the Project immediately and diligently pursue his work so to meet the construction document completion dates.

§ 10.11.5 In accordance with N.C.G.S. § 143-134.1 and upon request of the Owner, the Architect will make a written determination whether there has been a delay in completion of the Project in accordance with terms of the plans and specifications due to the fault of one or more of the contractors. If the Architect determines that there has been a delay due to the fault of one or more of the contractors, the Architect shall identify: (a) the contractor(s) whose fault cause the delay; (b) the length of the delay in number of days; and (c) if necessary, the relative contribution of each contractor to the delay.

§ 10.11.6 The Contract Documents, which include, but are not limited to: the Agreement(s) between the Owner and Contractor(s), change orders, construction change directives, payment and performance bonds, certificates of insurance, and the Project Manual, drawings, plans, and specifications, the General Conditions, Supplementary General Conditions, and Special Conditions are hereby incorporated into this Agreement as if full set-forth. The Architect shall follow the Contract Documents in providing services under this Agreement. If this Agreement and the

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Contract Documents conflict, then the terms and conditions of this Agreement shall control.

§ 10.11.7 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instruments signed by both the Architect and the Owner. Nothing contained in this Agreement is intended to benefit any third party. The Agreement shall be deemed to have been written by both Parties and ambiguities shall not be construed against the Owner.

§ 10.11.8 This Agreement may be executed in multiple counterparts, each of which may contain the signatures of one or more parties, all of which, taken together, shall constitute one and the same instrument. Facsimile and/or scanned signatures shall be treated as an original.

§ 10.11.9 Conflicts of Interest. Architect certifies that it is aware of and shall comply with all laws related to conflicts of interest, gifts, favors and the like, specifically including but not limited to G.S. §133-31, G.S. §133-32, and G.S. §14-234. Architect hereby certifies it has no undisclosed conflicts of interest with respect to this Agreement, including but not limited to conflicts that may be due to representation of other clients, customer or vendees, other Architect's other contractual relationships, or any interest in property that Architect may have. Furthermore, Architect asserts it will not engage in any action that would create a conflict of interest for any of Owner's employee or other person during performance of, or otherwise related to, this Agreement. Should a conflict of interest arise during the term of this Agreement, Architect shall immediately disclose said conflict in writing to Owner. Violation of this section shall justify immediate termination of this Agreement.

§ 10.11.10 Federal Uniform Guidance Requirements and Funds. If the source of funds for this Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R § 200.326 and 2 C.F.R Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Copeland "Anti-Kickback" Act (40 U.S.C 3145); Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 C.F.R. §200.2324). In addition, if the Agreement is funded using FEMA funding, the following additional terms and conditions shall apply: (i) Access to records – (a) Architect agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Architect which are directly pertinent to this Agreement or other agreement between the parties for the purposes of making audits, examinations, excerpts, and transcriptions; (b) Architect agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (c) Architect agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement or other agreement between the Parties; and (d) in compliance with the Disaster Recovery Act of 2018, Owner and Architect acknowledge and agree that no language in the Agreement or other agreement between the parties is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States; (ii) DHS seal, logo and flags – Architect shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval; (iii) Compliance with federal laws, regulations and executive orders - Parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement or other agreement between Parties. Vendor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives; (iv) No obligation by federal government - the Federal Government is not a party to the Agreement or other agreement between the parties and is not subject to any obligations or liabilities to the non-federal entity, Architect, or any other party pertaining to any matter resulting from this Agreement or other agreement between Parties; and (v) Fraud and false or fraudulent or related acts – Architect acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Architect's actions pertaining to the Agreement or other agreement between the parties.

By signing this Agreement, Architect certifies that it is in compliance with all applicable federal laws, rules and regulations; it is not subject to debarment; it is in compliances with the Copeland "Anti-kickback" Act and the Bryd Anti-Lobbying Amendment.

§ 10.11.11 Non-discrimination. During the performance of the Agreement, all Parties agree not to discriminate against any employee or applicant for employment in terms of initial employment, tenure, terms of employment or otherwise because of race, color, religion, sex, national origin, political affiliation or belief, age, sexual orientation, ancestry, or

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disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. All Parties will post, when appropriate, all notices related to nondiscrimination as may be required by applicable law. Architect shall insert a non-discrimination clause in all subcontracts and require the same in any lower tier subcontracts. Architect shall be responsible for compliance with this provision for its employees and all subcontractors.

§ 10.11.12 E-verify. At all times during performance of this Agreement, the Parties shall fully comply with Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any subcontractors utilized. All Parties shall execute an affidavit verifying such compliance upon Owner's request. Architect shall not knowingly employ unauthorized alien workers in violation of 8 U.S.C. §1324a or Section 274A of the Immigration and Nationality Act (INA). Evidence of any such violation by Architect will be cause for immediate termination of this Agreement by Owner. Architect shall insert an E-verify clause of substantial similarity to this provision in all subcontracts and require the same in any lower tier subcontracts. Architect shall be responsible for compliance with this provision for its employees and all subcontractors.

§ 10.11.13 No Waiver of Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by the Owner or to in any way waive Owner's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of the Owner shall be subject to any personal liability by reason of execution of this Agreement or any other documents related to the transactions contemplated hereunder. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities.

§ 10.11.14 Divestment Acts. Architect hereby certifies that as of the date listed below, it is not on any of the Final Divestment Lists as created by the State Treasurer pursuant to: The Sudan (Darfur) Divestment Act of 2007, as amended; The Iran Divestment Act of 2015, as amended; or the Divestment from Companies Boycotting Israel Act of 2017, as amended, respectively codified in NCGS §147-86.41 et seq., NCGS §147-86.55 et seq. and NCGS §147-86.80 et seq. Architect shall not utilize in the performance of this Agreement any subcontractor that is identified on any Final Divestment List.

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Phase I is based on the preliminary scope as outlined in Section 1.1.2 and based on the Project budget contained in Section 1.1.3.

~~.2 Percentage Basis~~

Phase I Basic Services Architectural and Engineering Services	***$***	***457,795***
Programming	*$*	*29,725*
Schematic Design Phase	*$*	*267,500*
Existing building documentation phase I	*$*	*100,000*
On site sewer system design phase 1	*$*	*26,000*
Fire Suppression, storage, and treatment phase 1	*$*	*25,000*
Well design phase 1	*$*	*9,570*

~~*(Insert percentage value)*~~

~~( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~ Upon completing Phase I, the Owner will finalize the Project's scope representing the most beneficial use based on the Project's geographic constraints, programming needs and budget. If during the course of Phase I the need for additional design requirements (i.e., sewer and well) become unnecessary due to scope changes, the Architect shall stop any additional design work at Owner's directive and Architect shall only invoice Owner an equitable amount based on the work, if any, completed to that point. In determining the equitable amount to invoice, if any, Architect shall base the amount on the hourly rates established in Exhibit B. In no event shall the cost of the additional design requirements in Phase I exceed the line-item amounts noted in the above chart.

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Prior to beginning any work for Phase II, the Parties shall, based on the finalized scope, negotiate and enter an amendment to this Agreement for the Phase II Stipulated Sum (to also include any additional design requirements, if any, beyond Phase II Basic Services). No work shall commence for Phase II until the amendment is duly executed and Owner provides Architect with a Notice to Proceed.

Phase II Basic Services Architectural and Engineering Services	***$***	***TBD***
Design Development Phase	*$*	*TBD*
100% Construction Document Phase	*$*	*TBD*
Bidding	*$*	*TBD*
Construction Administration	*$*	*TBD*
Additional Design Requirements	***$***	***TBD***
Existing building documentation Phase 2	*$*	*80,000*
Fire suppression, storage, and treatment Phase 2	*$*	*100,000*
On Site Sewer System Design Phase 2	*$*	*104,000*
Well Design and permitting Phase 2	*$*	*3,8280*
10-month walk through and report	*$*	*3,500*

~~.3 Other~~

Total Design Fee	***$***	***TBD***
Phase I Basic Services	*$*	*457,795*
Phase II Basic Services	*$*	*TBD*
Additional Design Requirement	*$*	*TBD*

~~*(Describe the method of compensation)*~~

.2 Amendments for Scope Reductions. If the Owner needs to reduce the finalized scope after the commencement of Phase II, the Parties shall execute an amendment to the Agreement to account for the reduced scope, budget and reduction to the Stipulated Sum. If the Basic Services portion of the Stipulated Sum is reduced because of the reduced scope, the reduction shall be indicated in each impacted line item under Basic Services.

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None.

...

Compensation for Additional Services shall be based on the hourly rates in Exhibit B and see Article 11.5.2.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%),~~ zero percent (0%), or as follows:

...

Not applicable.

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Programing and Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Nine	percent (	9	%)

...

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Total Basic Compensation	~~one hundred~~ Ninety-Nine	percent (	~~100~~ 99 %)

§ 11.5.1 Payment of the final one percent (1%) of the total fee for the Stipulated Sum will be made to the Architect at such time as final acceptance of the Project is made in writing by the Owner, upon the closing of all construction contracts and after the submission to the Owner of all documents as required herein and in the Construction Documents, all warranties and guarantees, all closeout documents and all operation and maintenance instructions and/or manuals.

§ 11.5.2 For all Additional Services, as defined herein, prior to commencement of and compensation for any and all Additional Services, the Architect must notify the Owner in writing that such Additional Services will be necessary and shall obtain the Owners written approval to either a mutually agreeable: 1) lump sum amount; or 2) hourly fee arrangement for the specific scope of work. Unless otherwise specified herein, the Architect's current hourly rates are established in Exhibit B. All time shall be rounded to the nearest quarter hour. Payment for any such Additional Services shall be made by the Owner, by and through Authorized Payor, from time to time upon presentation of the Architect's detailed invoice showing at a minimum the date, a description of the specific activity and the time spent, rounded to the nearest quarter hour. The Owner shall not pay for Additional Services not approved in advance as required herein.

...

See Attached Exhibit B

~~Employee or Category~~ ~~Rate ($0.00)~~

...

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as ~~follows:~~follows

.1 ~~Transportation and authorized out-of-town travel and subsistence;~~

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

.3 ~~Permitting and other fees required by authorities having jurisdiction over the Project;~~

.4 ~~Printing, reproductions, plots, and standard form documents;~~

.5 ~~Postage, handling, and delivery;~~

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~If authorized in advance by the Owner, the expense of overtime-work requiring higher than regular rates.

.2 If their employment is authorized in advance by the Owner, fees of special consultants for other than the normal civil, structural, mechanical, plumbing and electrical engineering, and landscape architectural services; provided, however, that the Architect is not entitled to any mark-up costs.

.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~

.10 ~~Site office expenses;~~

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~

.12 ~~Other similar Project-related expenditures.~~.3 Renders, models and mock-ups, not otherwise required herein, that are requested by the Owner provided, however, that the Architect will create, free of charge, basic presentation materials to present to the Owner if request.

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.4 The aggregate of all reimbursable expense shall be capped at 1.50% of the Stipulated Sum established herein.

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~

§ 11.8.2 Records of Reimbursable Expenses, and expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner or its authorized representative at all times.

§ 11.8.3 Hourly Rate Billing. The hourly billing rates for services of the Architect and the Architect's consultants are set forth in Exhibit B. These rates may be adjusted no more than once annually, effective for the entire calendar year, to reflect normal compensation and expense adjustments in the Architect's and Architect's consultants' offices. Any such adjustment shall not exceed the percentage change in the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for Professional and Related Services, or if that index is no longer published, a comparable index reflecting professional service labor cost escalation. If there are changes in Architect and the Architect's consultants hourly rates, Architect shall provide a copy of the updated hourly rates at least one (1) month prior to the rate increase.

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Not applicable

...

§ 11.10.1.1 An initial payment of ~~($)~~ zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~( )~~ sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~% None.~~

...

§ 12.1 Unless otherwise specified in this Agreement, all notices and other communications hereunder shall be in writing and shall be sent by US Mail, via certified mail, to the relevant party at the address listed below:

To Owner: Leslie Alexander, Ed.D.
Superintendent of Schools
175 Pioneer Trial
Boone, NC 28607
Email: alexanderl@wataugaschools.org

To Architect: Chadwick S Roberson, AIA
301 College Street Suite 300
Asheville, NC 28801
Email: croberson@clarknexsen.com

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Notices and communications may also be sent by electronic mail, but such method shall not be a substitute for providing written notice as required by herein.
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~~.2 Building Information Modeling Exhibit, if completed:~~

.3 Exhibits:
~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204 2017 incorporated into this agreement.)*~~

~~[ ]~~ [X] Other Exhibits incorporated into this Agreement:

...

Exhibit A- proposal letter dated 4-29-2026
Exhibit B- Architects hourly rate schedule

~~.4 Other documents:~~If there are any conflicts between this Agreement and any Exhibits, this Agreement shall control.

~~*(List other documents, if any, forming part of the Agreement.)*~~

...

Leslie Alexander, Ed.D. Superintendent of Schools	Chadwick S. Roberson, AIA Chief Practice Officer

...

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Date:

Joseph Nash, Chief Finance Officer

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chadwick Roberson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:39:04 ET on 07/23/2026 under Order No. 3104240247 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Administrative Regulation 7550

Leave on Days Schools Close or Are Closed Due to Inclement Weather, Natural Disaster, or Emergencies

I. Purpose

The purpose of this Administrative Regulation is to clarify the rights and responsibilities of employees when schools are closed or schedules are modified due to hazardous weather conditions, natural disasters, or other emergencies. The safety of students and staff remains the highest priority in all weather-related and emergency decisions.

II. Definitions

A. Annual Leave: A vacation day or day of leave with pay earned at the rate established by the State Board of Education.

B. Compensatory Time: Leave with pay granted to a non-exempt employee for working in excess of the regular schedule.

C. Instructional Personnel: Teachers, counselors, media coordinators, instructional facilitators, and teacher assistants.

D. Other Appropriate Earned Leave: Includes sick leave (if the employee or eligible family member is ill or has a serious health condition) and compensatory time in lieu of overtime for FLSA non-exempt employees.

E. Professional Development Day: A calendar day when students are not scheduled to attend school, but employees are expected to report for staff development, planning, record completion, and other professional duties.

F. School Day: A calendar day when students are scheduled to attend school.

G. Ten-Month Employee: An employee contracted for no more than ten (10) months of the school year.

H. Exempt Personnel: Employees exempt from overtime under the Fair Labor Standards Act (FLSA), including certified teachers and administrators.

I. Non-Exempt Personnel: Employees subject to FLSA overtime requirements and entitled to overtime pay or compensatory time for work exceeding 40 hours per workweek.

J. Essential Employees: School-based and non-school-based 10- or 12-month employees designated to report to work when school is canceled or delayed due to inclement weather or emergencies.

III. Attendance Regulations

A. Remote Learning Day

Notification of a remote day will be communicated through media outlets, district messaging systems, the district website, and email.

1. Employees Who May Work Remotely on a Remote Learning Day

- Classroom teachers
- Ten-month Instructional Personnel (Anyone involved in delivering or supporting online instruction.)
- Central office staff (except Superintendent and Assistant Superintendent)
- Student services personnel and office staff
- 11-month Assistant Principals
- Staff who are not teaching will be required to submit a daily activity log.

2. Employees Who Should Not Report to Work on a Remote Learning Day

- *Note- These employees will not be considered to be working.*
- Bus drivers, bus monitors
- School cafeteria staff (not including Managers)

3. Employees Expected to Report (Essential Employees)

- Superintendent and Assistant Superintendent
- Principals and 12-month Assistant Principals
- Custodial staff
- Transportation personnel (excluding drivers/monitors)
- Maintenance and warehouse personnel
- School Nutrition Managers (unless otherwise directed/approved by SN Director)
- School Nutrition 12-month personnel
- Any positions not specifically listed in section III. A. 1

B. Optional Teacher Work Day – Due to Inclement Weather

1. Bus drivers and school cafeteria staff (not including SN Managers and 12-month SN employees) shall not report to work.
2. All other employees are expected to report on an optional workday unless they elect to take annual or other appropriate earned leave.

IV. Procedures for Making Up Missed Days

Pursuant to N.C.G.S. § 115C-84.2, the Board of Education, upon recommendation of the Superintendent, may make up missed days by adding days to the end of the school year.

Employees who choose not to report when expected may use compensatory time (must be used first), take annual or other appropriate earned leave, or make up time during the same pay period, or take leave without pay.

If a day is not made up, an annual leave day will be deducted or designated unpaid if insufficient leave exists.

V. Delays and Early Dismissals

On delayed openings, school-based personnel must report at least 30 minutes before students arrive. There are certain positions (i.e., bus drivers, custodians, and school nutrition staff) that are required to report earlier, provided it is safe to do so. If an employee does not feel it is safe, they must contact their immediate supervisor. On early release days, personnel must remain on site at least 30 minutes after dismissal unless released by the Principal.

Twelve-month and non-school-based employees report as scheduled unless otherwise directed or permitted by the Superintendent or designee.

VI. Record Keeping and Communication

Principals and supervisors must inform staff of reporting expectations and ensure accurate attendance and leave accounting.

Employees must monitor official communication channels during inclement weather for special instructions.

The board recognizes the critical role of parents in the education of their children and in the schools. The board directs school administrators to develop programs that will promote and support parental involvement in student learning and achievement at school and at home and encourage successful progress toward graduation. Each parent is encouraged to learn about the educational program, the educational goals and objectives of the school system, and his or her own child's progress. The board also encourages parents to participate in their children's education and in activities designed by school personnel to involve them, such as parent conferences, in order to foster effective teacher and parent communication. Parents are responsible for cooperating with school employees to facilitate their children's compliance with board policies concerning homework, school attendance, and behavior.

For purposes of this policy, "parent" includes parents, legal guardians, and legal custodians of students who are under 18 years old and who have not been emancipated.

A. PARENTAL INVOLVEMENT PLANS

1. Parental Involvement Plan as Part of the School Improvement Plan

   The board directs each principal to ensure that the school improvement team develops a plan for the school's parental involvement program as a part of the school improvement plan. The principal shall publicize drafts of the parental involvement plan prior to finalization and solicit input from parents of students in the school. This plan must include, at a minimum, efforts to enhance parental involvement by promoting the following priorities:

   a. regular, meaningful, two-way communication between home and school;

   b. responsible parenting;

   c. involvement of parents in student learning;

   d. parental volunteering in the school;

   e. involvement of parents in school decisions that affect children and families;

   f. parental training based on parents' informational needs;

   g. collaboration with community agencies and other organizations to provide resources to strengthen school programs, families, and student learning; and

   h. student health awareness among parents by addressing the need for health programs and student health services, which are linked to student learning.

2. Title I Parent and Family Engagement Plan

Each school participating in the Title I program must develop, with parents and family members, a school-level written parent and family engagement plan that involves parents in the planning and improvement of Title I activities and describes the means for carrying out school-level policy, sharing responsibility for student academic achievement, building the capacity of school staff and parents for involvement, and increasing accessibility for participation of all parents and family members of children participating in Title I programs. See policy 1320/3560, Title I Parent and Family Engagement.

3. Parental Involvement Component of a School Plan for Managing Student Behavior

Each school's plan for managing student behavior should include parental involvement strategies that address when parents will be notified or involved in issues related to their child's behavior. See policy 4302, School Plan for Management of Student Behavior.

B. Parent Communication, Participation, and Conferences

1. Communication with Parents

The board encourages school personnel to have regular contact with parents for informational purposes as well as for commendation of students and notification of concerns. School personnel shall communicate with parents about student behavior issues in accordance with requirements of policy 4341, Parental Involvement in Student Behavior Issues, and about student attendance as described in policy 4400, Attendance. In addition, parents will be notified promptly if school personnel suspect that a criminal offense has been committed against the parent's child, unless notification would impede an investigation by law enforcement or the child welfare agency.

The principal must effectively communicate to parents the manner in which textbooks are used to implement the school's curricular objectives. Any parent interested in learning more about their child's course of study or the source of any supplementary instructional materials should contact the principal for more information. If a parent would like to inspect and review particular instructional materials, the parent should make such a request in accordance with policy 3210, Parental Inspection of and Objection to Instructional Materials.

To the extent practicable, parents and students will be provided advance notice of classroom discussions, activities, or assigned readings so that the parent has the opportunity to request that the student be excused from such classroom discussions, activities, or assigned readings in accordance with policy 3510, Religious-Based Exemptions from School Programs.

The principal ~~also~~ shall ensure that information about the nature and purpose of all clubs and activities, curricular and extracurricular, offered at the school is available at the school's main office. Any parent who would like information about such clubs or activities should contact the school's main office.

The principal or designee shall strive, through oral or written communication or other means, to include the parents of students identified as at-risk in the implementation and review of academic and/or behavioral interventions for their children, in accordance with policy 3405, Students at Risk of Academic Failure.

The principal or designee shall provide the parent of each student in kindergarten, first, or second grade with written notification of the student's reading progress. The notice will be provided three times a year, following each benchmark assessment and will include: (1) assessment results, (2) whether the child may not reach reading proficiency by the end of third grade, and (3) instructional support activities for use at home.

2. Parent Participation at Schools

The board encourages parents to engage in activities in their children's schools. Parents are welcome to visit schools in accordance with policy 5020, Visitors to the Schools, and, if interested, are urged to participate in school volunteer programs as described in policy 5015, School Volunteers. In addition, opportunities exist for parents to participate on school advisory councils, such as the school health advisory council (see policy 6140, Student Wellness), school improvement teams (see policy 3430, School Improvement Plan), school media and technology advisory committees (see policy 3200, Selection of Instructional Materials), and the business advisory council (see policy 2670, Business Advisory Council).

3. Conferences

Teachers are responsible for scheduling conferences or meetings with parents. The board encourages the superintendent to work with local business leaders, including the local chambers of commerce, to encourage employers to adopt, as part of their stated personnel policies, time for employees who are parents or guardians to attend conferences with their child's teachers.

C. PARENTAL NOTIFICATION

1. Title I Notifications

Each principal or designee of a Title I school shall effectively notify parents of all parental rights and other required information regarding Title I schools and programs, in accordance with federal law. Parents of students in Title I schools shall receive a copy of the system-wide Title I parent and family engagement policy

(policy 1320/3560) and the school-wide parent involvement plan.

2. Parent Guide for Student Achievement

Each year, the superintendent or designee shall create a parent guide for student achievement that meets the requirements of state law and the State Board of Education. All parents will receive a written copy of the guide, and information in the guide will be discussed at the beginning of each school year in meetings of students, parents, and teachers.

At a minimum the guide will include the following:

a. information for parents regarding the following as it pertains to their child: (1) requirements for promotion to the next grade, including the requirements of the North Carolina Read to Achieve Program as set forth in Part 1A of Article 8 of Chapter 115C; (2) the course of study, textbooks, and other supplementary instructional materials and policy 3210, Parental Inspection of and Objection to Instructional Materials, which provides for the inspection and review of those materials; (3) the child's progress toward achieving State and unit expectations for academic proficiency, including policies for student assessment, and the child's assessment results, report cards, and progress reports; (4) qualifications of the child's teachers, including licensure status; and (5) school entry requirements, including required immunizations and the recommended immunization schedule;

b. parental actions that can do the following: (1) strengthen the child's academic progress, especially in the area of reading as provided in the North Carolina Read to Achieve Program; (2) strengthen the child's citizenship, especially social skills and respect for others; (3) strengthen the child's realization of high expectations and setting lifelong learning goals; and (4) place a strong emphasis on the communication between the school and the home;

c. services available for parents and their children, such as family literacy services; mentoring, tutoring, and other academic reinforcement programs; after-school programs; and college planning, academic advisement, and student counseling services (see policy 3610, Counseling Program);

d. opportunities for parental participation, such as parenting classes, adult education, school advisory councils, and school volunteer programs;

e. opportunities for parents to learn about rigorous academic programs that may be available for their child, such as academically and/or intellectually gifted programming, honors programs, Career and College Promise and other dual enrollment opportunities, advanced placement, Advanced International Certificate of Education (AICE) courses, International

Baccalaureate, North Carolina Virtual High School courses, and accelerated access to postsecondary education;

f. educational choices available to parents, including each type of public school unit available to residents of the county in which the child lives and nonpublic school options, educational choice options offered within the school system, and programs for scholarship grants for nonpublic schools (Part 2A of Article 39 of Chapter 115C) and for personal education student accounts for students with disabilities (Article 41 of Chapter 115C);

g. rights of students who have been identified as students with disabilities, as provided in Article 9 of Chapter 115C;

h. contact information for school and unit offices;

i. resources for information on the importance of student health and other available resources for parents, including the following information on available immunizations and vaccinations: (1) a recommended immunization schedule in accordance with the United States Centers for Disease Control and Prevention recommendations; and (2) information about meningococcal meningitis and influenza, including the causes, symptoms, and vaccines, how the diseases are spread, and places where parents and guardians may obtain additional information and vaccinations for their children as required by G.S. 115C-375.4; and

j. this policy (policy 1310/4002, Parental Involvement); policy 1320/3560, Title I Parent and Family Engagement; policy 2670, Business Advisory Council; policy 3210, Parental Inspection of and Objection to Instructional Materials; policy 3430, School Improvement Plan; policy 3540, Comprehensive Health Education Program; policy 4400, Attendance; policy 5015, School Volunteers; policy 5020, Visitors to the Schools; and policy 6140, Student Wellness.

3. Additional Annual Notifications

The principal or designee shall annually notify parents of the following information to the extent that it has not already been provided to parents as part of the parent guide for student achievement:

a. parental rights related to student records (see policy 4700, Student Records);

b. parental rights related to student surveys (see policy 4720, Surveys of Students);

c. the approximate dates of any non-emergency, invasive physical

examination or screening that is: (a) required as a condition of attendance, (b) administered and scheduled in advance by the school administration, and (c) not necessary to protect the immediate health and safety of students;

d. the schedule of pesticide use on school property and their right to request notification of nonscheduled pesticide use (see policy 9205, Pest Management);

e. student behavior policies, the Code of Student Conduct, and school standards and rules (see policies in the 4300 series);

f. the permissible use of seclusion and restraint in the schools (see regulation 4302-R, Rules for Use of Seclusion and Restraint in Schools);

g. policy 1735/4329/7311, Bullying and Harassing Behavior Prohibited;

h. policy 1740/4010, Student and Parent Grievance Procedure;

i. the dates of the system-wide and state-mandated tests that students will be required to take during that school year, how the results from the tests will be used, and whether each test is required by the State Board of Education or by the local board;

j. grading practices that will be followed at the school and, for parents of high school students, the method of computing the grade point averages that will be used for determining class rank (see policies 3400, Evaluation of Student Progress, and 3450, Class Rankings);

k. available opportunities and the enrollment process for students to take advanced courses and information explaining the value of taking advanced courses;

l. if applicable, that their child will be provided advanced learning opportunities in mathematics or will be placed in an advanced mathematics course;

m. when a student initially creates a career development plan, that the plan has been created and information on how to access the plan;

n. a clear and concise explanation of the North Carolina testing and accountability system that includes all information required by federal law;

o. a report containing information about the school system and each school, including, but not limited to:

    i. the following information both in the aggregate and disaggregated

by category: student achievement, graduation rates, performance on other school quality and/or student success indicators, the progress of students toward meeting long-term goals established by the state, student performance on measures of school climate and safety, and, as available, the rate of enrollment in post-secondary education;

ii. the performance of the school system on academic assessments as compared to the state as a whole and the performance of each school on academic assessments as compared to the state and school system as a whole;

iii. the percentage and number of students who are:
1. assessed,
2. assessed using alternate assessments,
3. involved in preschool and accelerated coursework programs, and
4. English learners achieving proficiency;

iv. the per pupil expenditures of federal, state, and local funds; and

v. teacher qualifications;

p. the grade earned by the school on the most recent annual report card issued for it by the State Board of Education if the grade was a D or F;

q. if the school and/or the school system is identified by the State Board of Education as low-performing, the notifications required by G.S. 115C-105.37(b) and/or G.S. 115C-105.39A(c);

r. supportive services available to students, including health services;

s. for parents of students in grades 5 through 12, information about cervical cancer, cervical dysplasia, and human papillomavirus, including the causes and symptoms of these diseases, how they are transmitted, how they may be prevented by vaccination, including the benefits and possible side effects of vaccination, and places parents and guardians may obtain additional information and vaccinations for their children;

t. how to reach school officials in emergency situations during non-school hours;

u. information about and an application form for free and reduced price meals and/or free milk (see policy 6225, Free and Reduced Price Meal Services);

v. information about the school breakfast program;

w. information about the availability and location of free summer food service program meals for students when school is not in session;

x. for parents of children with disabilities, procedural safeguards (see also policy 1730/4022/7231, Nondiscrimination on the Basis of Disabilities);

y. information on the availability of the asbestos management plan and planned or in-progress inspections, re-inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities;

z. education rights of homeless students (see policy 4125, Homeless Students);

aa. the content and implementation of the local school wellness policy (see policy 6140, Student Wellness);

bb. their right to take four hours of unpaid leave from their jobs every year in order to volunteer in their child's school as stated in G.S. 95-28.3 (see policy 5015, School Volunteers);

cc. that the school system does not discriminate on the basis of race, color, national origin, sex, disability, or age, and the school system's processes for resolving discrimination and harassment complaints (see policies 1710/4020/7230, Discrimination and Harassment Prohibited by Federal Law, 1720/4030/7235, Title IX Nondiscrimination on the Basis of Sex, 1725/4035/7236, Title IX Sexual Harassment – Prohibited Conduct and Reporting Process, 1726/4036/7237, Title IX Sexual Harassment Grievance Process, and 1730/4022/7231, Nondiscrimination on the Basis of Disabilities);

dd. that the school system provides equal access to its facilities, programs, and activities to the Boy Scouts and other designated youth groups (see policy 1710/4020/7230, Discrimination and Harassment Prohibited by Federal Law); and

ee. the availability of and the process for requesting a waiver or reduction of student fees (see policy 4600, Student Fees).

4. Opportunities to Withhold Consent/Opt Out Notifications

As a part of the annual notification described above, parents will be effectively notified that they may opt out of any of the following:

a. release of student directory information about their child for school purposes or to outside organizations (see policy 4700, Student Records);

b. release of their child's name, address, and telephone listing to military recruiters or institutions of higher education (see policy 4700, Student Records);

c. their child's participation in curricula related to (a) prevention of sexually transmitted diseases, including HIV/AIDS; (b) avoidance of out-of-wedlock pregnancy; or (c) reproductive health and safety education, as provided in policy 3540, Comprehensive Health Education Program. A copy of the materials that will be used in these curricula will be available in the school media center during the school year and at other times that the media center is available to the public. To meet any review periods required by law, materials also may be made available for review in the central office;

d. their child's participation in academic or career guidance or personal or social counseling services of a generic nature offered to groups of students (e.g., peer relations strategies offered to all sixth graders). However, parents do not have the right to opt out of: (a) short-duration academic, career, personal, or social guidance and counseling and crisis intervention that is needed to maintain order, discipline, or a productive learning environment; (b) student-initiated individual or group counseling targeted at a student's specific concerns or needs; and (c) counseling if child abuse or neglect is suspected (see policies 3610, Counseling Program, and 4240/7312, Child Abuse and Related Threats to Child Safety);

e. their child's participation in any protected information survey given as part of the Centers for Disease Control and Prevention's Youth Risk Behavior Surveillance System or National Youth Tobacco Survey or the North Carolina Youth Tobacco Survey (see policy 4720, Surveys of Students);

f. their child's participation in any non-emergency, invasive physical examination or screening that is: (a) required as a condition of attendance; (b) administered and scheduled in advance by the school administration; and (c) not necessary to protect the immediate health and safety of students;

g. the collection, disclosure, or use of their child's personal information for marketing purposes (see policy 4720, Surveys of Students); and

h. release of their child's free and reduced-price meal information to State Medicaid or State children's health insurance program (SCHIP).

Any parent or legal guardian who wishes to opt out/withhold consent must do so in writing after receiving notice. Otherwise, consent to the programs or activities is presumed. After the annual notification, the school is not required to provide further notice to the parent or legal guardian as to the manner in which student directory information is used, the curriculum is provided, or guidance programs are

made available.

D. PARENTAL PERMISSION REQUIRED

Written parental permission is required prior to the following activities:

1. the administration of medications to students by employees of the school system (see policy 6125, Administering Medicines to Students);

2. the release of student records that are not considered directory information, unless the release is allowed or required by law (see policy 4700, Student Records);

3. off-campus trips;

4. students' participation in high-impact or high-risk sports or extracurricular activities, such as football or mountain climbing (see policy 4220, Student Insurance Program);

5. all decisions or actions as required by the IDEA with regard to providing special education or related services to students with disabilities (see policy 3520, Special Education Programs/Rights of Students with Disabilities);

6. certain health services, as required by law;

7. participation in a mental health assessment or mental health services under circumstances prescribed by federal law;

8. students' participation in programs or services that provide information about where to obtain contraceptives or abortion referral services;

9. students' participation in any protected information survey other than those given as part of the Centers for Disease Control and Prevention's Youth Risk Behavior Surveillance System or National Youth Tobacco Survey or the North Carolina Youth Tobacco Survey (see policy 4720, Surveys of Students);

10. disclosure of students' free and reduced price lunch eligibility information or eligibility status;

11. students' access to school system technological resources, including the Internet, as described in policy 3225/4312/7320, Technology Responsible Use; and

12. students sharing sleeping quarters with a member of the other biological sex during any activity or event authorized by the school, unless the member of the other biological sex is the student's immediate family member (see policies 3320, School Trips, and 3620, Extracurricular Activities and Student Organizations).

E. PROCEDURES FOR PARENTAL INVOLVEMENT IN STUDENT HEALTH

1. Parent Notifications Regarding Student Physical and Mental Health

At the beginning of each school year, the principal or designee shall notify parents of (1) each health care service offered at their children's schools and the means for parents to provide consent for any specific services; (2) acknowledgement that consenting to a health care service does not waive the parents' right to access their children's educational records or health records or to be notified of changes in their children's services or monitoring; and (3) the procedures to exercise the parental remedies for concerns related to student health provided by G.S. 115C-76.60 and described below in subsection E.6.

Before any student well-being questionnaire or health screening form is administered to students in kindergarten through third grade, the principal or designee shall provide parents with a copy of the questionnaire or form and shall inform parents of the means for parents to consent to the use of the questionnaire or form for their children.

The principal or designee shall notify parents of changes in services or monitoring related to their children's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for their children prior to or contemporaneously with the changes being made. In addition, the principal or designee shall notify parents before any changes are made to the names or pronouns used for their children in school records or by school personnel.

No school system policy, procedure, or form will expressly or otherwise prohibit school employees from notifying parents about their children's mental, emotional, or physical health or well-being or a change in related services or monitoring, nor will any school system policy, procedure, or form intentionally encourage or be designed in a manner that is reasonably likely to have the effect of encouraging any children to withhold from their parents information about their mental, emotional, or physical health or well-being or a change in related services or monitoring. School personnel shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.

2. Discussions Related to Student Well-Being

In accordance with the rights of parents provided in Chapter 114A of the General Statutes, when issues of a student's well-being arise, school personnel shall encourage the student to discuss the issues with his or her parent. As appropriate, school personnel may facilitate discussions of such issues with parents.

3. Parent Access to Student Records

Parents will not be prohibited from accessing any of their children's education and health records created, maintained, or used by the school system, except as permitted by law. See policy 4700, Student Records.

4. Student Support Services Training

Student support services training developed or provided by the school system to school personnel will adhere to student services guidelines, standards, and frameworks established by the Department of Public Instruction.

5. Instruction on Gender Identity, Sexual Activity, and Sexuality

Instruction on gender identity, sexual activity, or sexuality will not be included in the curriculum provided in kindergarten through fourth grade, regardless of whether the information is provided by school personnel or third parties. For purposes of this subsection, curriculum includes the standard course of study and support materials, locally developed curriculum, supplemental instruction, and textbooks and other supplementary materials, but does not include responses to student-initiated questions.

6. Remedies for Parental Concerns Related to Student Health

If a parent has a concern about the school or school system's procedure or practice under Part 4 of Article 7B of Chapter 115C, as described here in Section E of this policy, the parent should submit the concern in writing to the principal. The principal shall schedule and hold a meeting with the parent within five days after the concern was submitted. The principal shall conduct any necessary investigation. If possible, the principal should resolve the concern within seven days after the concern was submitted. If the principal cannot resolve the concern within seven days, the principal shall immediately notify the superintendent or designee. The superintendent or designee shall assist, as needed, in resolving the concern.

If the concern has not been resolved within 15 days after the parent initially submitted the concern, the superintendent or designee shall schedule a board hearing to be conducted pursuant to policy 2500, Hearings Before the Board, to occur within the next 15 days. If the concern is not resolved 30 days after the parent initially submitted the concern, the board will provide a statement of the reasons for not resolving the concern.

If the concern is not resolved within 30 days of initial submission, the parent has the right to pursue additional remedies as provided in G.S. 115C-76.60(b).

F. PARENT REQUESTS FOR INFORMATION

A parent may request in writing from the principal any of the information the parent has

the right to access under Part 3 of Article 7B of Chapter 115C. The principal, within 10 business days, shall either provide the requested information to the parent or provide an extension notice to the parent that, due to the volume or complexity of the request, the information will be provided no later than 20 business days from the date of the parental request.

If the principal (1) denies or fails to respond to the request for information within 10 business days or (2) fails to provide information within 20 business days following an extension notice, the parent may then submit the written request for information to the superintendent, along with a statement specifying the time frame of the denial or failure to provide information by the principal.

If the superintendent denies or does not respond to the request for information within 10 business days, the parent may appeal the denial or lack of response to the board no later than 20 business days from the date of the request to the superintendent. The board will place the parent's appeal on the agenda for the next board meeting occurring more than three business days after submission of the appeal.

The information in this Section F will be posted on the school system's website along with the list of parents' legal rights for their child's education as described in G.S. 115C-76.25.

G. COMMUNITY SERVICES AVAILABLE

A variety of community services are available to provide parents and families of students in the school system with needed information, support, and resources. Parents are encouraged to utilize applicable community services such as the following:

~~[G.S. 115C-76.35(a)(1) requires that board policy provides links to parents for community services. Insert here a list of applicable links to community services available to parents of students in your school system.]~~WCS Community Services Link: http://bit.ly/4fNQSLY

H. REPORTING REQUIREMENTS

By September 15 of each year, the superintendent or designee shall report to the State Board of Education parental involvement information as required by State Board of Education Policy PRNT-002 and G.S. 115C-76.70.

Legal References: Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, 28 C.F.R. pt. 35; Asbestos Hazard Emergency Response Act, 15 U.S.C. 2641, *et seq.*; Boy Scouts of America Equal Access Act, 20 U.S.C. 7905, 34 C.F.R. 108.9; Elementary and Secondary Education Act, as amended, 20 U.S.C. 6301 *et seq.*, 34 C.F.R. pt. 200; Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 C.F.R. pt. 99; Individuals with Disabilities Education Act, 20 U.S.C. 1400, *et seq.*; McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11431, *et seq.*; National School Lunch Program, 42 U.S.C. 1751 *et seq.*, 7 C.F.R. 210.12, 7 C.F.R. pt. 245; Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. pt. 98; Rehabilitation Act of 1973, 29 U.S.C.

705(20), 794, 34 C.F.R. pt. 104; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, 34 C.F.R. pt. 100; Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, 34 C.F.R. pt. 106; 20 U.S.C. 7908; G.S. 90-21.1, -21.10B; 95-28.3; 114A-10; 115C-47(47), -47(51), -47(54), -47(58), -76.1, -76.20, -76.25, -76.30, -76.35, -76.40, -76.45, -76.50, -76.55, -76.60, -76.65, -76.70, -76.110, -81.25, -81.30, -81.36, -105.37(b), -105.39A(c), -105.41, -109.1, -158.10, -174.26(d), -307(c), -375.4, -390.2, -391.1, -402.15, -407.16; 16 N.C.A.C. 6D .0307, 6G .0701; State Board of Education Policies KNEC-002, PRNT-000 and -002, TEST-001

Cross References: Title I Parent and Family Engagement (policy 1320/3560), Discrimination and Harassment Prohibited by Federal Law (policy 1710/4020/7230), Title IX Nondiscrimination on the Basis of Sex (policy 1720/4030/7235), Title IX Sexual Harassment – Prohibited Conduct and Reporting Process (policy 1725/4035/7236), Title IX Sexual Harassment Grievance Process (policy 1726/4036/7237), Nondiscrimination on the Basis of Disabilities (policy 1730/4022/7231), Bullying and Harassing Behavior Prohibited (policy 1735/4329/7311), Student and Parent Grievance Procedure (policy 1740/4010), Hearings Before the Board (policy 2500), Business Advisory Council (policy 2670), Selection of Instructional Materials (policy 3200), Parental Inspection of and Objection to Instructional Materials (policy 3210), Technology Responsible Use (policy 3225/4312/7320), School Trips (policy 3320), Evaluation of Student Progress (policy 3400), Students at Risk of Academic Failure (policy 3405), School Improvement Plan, (policy 3430), Class Rankings (policy 3450), Religious-Based Exemptions from School Programs (policy 3510), Special Education Programs/Rights of Students with Disabilities (policy 3520), Comprehensive Health Education Program (policy 3540), Counseling Program (policy 3610), Extracurricular Activities and Student Organizations (policy 3620), Homeless Students (policy 4125), Student Insurance Program (policy 4220), Child Abuse and Related Threats to Child Safety (policy 4240/7312), Student Behavior Policies (4300 series), Rules for Use of Seclusion and Restraint in Schools (regulation 4302-R), Parental Involvement in Student Behavior Issues (policy 4341), Attendance (policy 4400), Student Fees (policy 4600), Student Records (policy 4700), Surveys of Students (policy 4720), School Volunteers (policy 5015), Visitors to the Schools (policy 5020), Registered Sex Offenders (policy 5022), Student Health Services (policy 6120), Administering Medicines to Students (policy 6125), Student Wellness (policy 6140), Free and Reduced Price Meal Services (policy 6225), Pest Management (policy 9205)

Adopted: July 14, 2014

Replaces: Policy 2.04.60, Parental Involvement (in part)

Revised: January 11, 2016; February 13, 2017; February 12, 2018, November 13, 2018; February 10, 2020; August 12, 2020, January 11, 2021, December 13, 2021(Legal references only); November 6, 2023; January 16, 2024; July 11, 2024; December 9, 2024; October 6, 2025; DATE

The board provides its students and staff access to a variety of technological resources. These resources provide opportunities to enhance learning, appeal to different learning styles, improve communication within the school community and with the larger global community, and achieve the educational goals established by the board. Through the school system's technological resources, users can observe events as they occur around the world, interact with others on a variety of subjects, and acquire access to current and in-depth information.

The board intends that students and employees benefit from these resources while remaining within the bounds of safe, legal, and responsible use. Accordingly, the board establishes this policy to govern student and employee use of any technological resources owned, leased, maintained, or otherwise controlled by the school system. This policy applies regardless of whether such use occurs on or off school system property, and it applies to all school system technological resources, including but not limited to computer networks and connections, the resources, tools, and learning environments made available by or on the networks, and all devices that connect to those networks.

A. EXPECTATIONS FOR USE OF SCHOOL TECHNOLOGICAL RESOURCES

The use of school system technological resources, including access to the Internet, is expected to be exercised in an appropriate and responsible manner. Individual users of the school system's technological resources are responsible for their behavior and communications when using those resources. Responsible use of school system technological resources is use that is ethical, respectful, academically honest, and supportive of student learning. Each user has the responsibility to respect others in the school community and on the Internet. Users are expected to abide by the generally accepted rules of network etiquette.

General student and employee behavior standards, including those prescribed in applicable board policies, the Code of Student Conduct, and other regulations and school rules, apply to use of school technological resources, including access to the Internet.

In addition, anyone who uses school system computers or electronic devices, accesses the school's electronic storage or network, or connects to the Internet using school system-provided access must comply with the additional rules for responsible use listed in Section B below. These rules are intended to clarify expectations for conduct but should not be construed as all-inclusive.

All students must be trained about appropriate online behavior as provided in policy 3226/4205, Internet Safety.

B. RULES FOR USE OF SCHOOL TECHNOLOGICAL RESOURCES

1. School system technological resources are provided for school-related purposes only. Acceptable uses of such technological resources are limited to responsible,

efficient, and legal activities that support the educational objectives of the Watauga County Schools. Use of school system technological resources for any non-educational purposes is prohibited, including but not limited to use for commercial gain or profit, for charitable purposes other than school fund-raising, or for amusement or entertainment.

Student personal use of school system technological resources for amusement or entertainment is prohibited unless approved for special situations by the teacher or school administrator. In addition, student access to social media platforms is prohibited, except when expressly directed by a teacher solely for educational purposes.

Because some incidental and occasional personal use by employees is inevitable, the board permits infrequent and brief personal use by employees so long as it does not interfere with school system business and is not otherwise prohibited by board policy or procedure.

~~School system Wi-Fi hotspots and/or services may be used off school system property only by students and school staff members who need them. Such use must be primarily for activities that are integral, immediate, and proximate to the education of students.~~The superintendent or designee will provide guidelines to ensure that any Wi-Fi hotspots used off school system property were not purchased using E-Rate funds.

2. Unless authorized by law to do so, users may not make copies of software purchased by the school system. Software purchased by the school system may be copied for personal use only when expressly permitted by the terms of a specific software licensing agreement.

3. Users must comply with all applicable laws, board policies, administrative regulations, and school standards and rules, including those relating to copyrights and trademarks, confidential information, and public records. Plagiarism of Internet resources will be treated in the same manner as any other incidents of plagiarism, as stated in the Code of Student Conduct.

4. Users must follow any software, application, or subscription services terms and conditions of use.

5. No user of technological resources, including a person sending or receiving electronic communications, may engage in creating, intentionally viewing, accessing, downloading, storing, printing, or transmitting images, graphics (including still or moving pictures), sound files, text files, documents, messages, or other material that is obscene, defamatory, profane, pornographic, harassing, abusive, or considered to be harmful to minors.

6. Users must not circumvent fire walls. The use of anonymous proxies to circumvent content filtering is prohibited.

7. Users may not install or use any Internet-based file sharing program designed to facilitate sharing of copyrighted material.

8. Users of technological resources may not send electronic communications fraudulently (i.e., by misrepresenting the identity of the sender).

9. Users must respect the privacy of others.

   a. Students must not reveal any personally identifying, private, or confidential information about themselves or fellow students when using email, chat rooms, blogs, or other forms of electronic communication. Such information includes, for example, a person's home address or telephone number, credit or checking account information, or social security number. For further information regarding what constitutes personal identifying information, see policy 4705/7825, Confidentiality of Personal Identifying Information.

   b. School employees may disclose student directory information (such as name, photograph, or digital image) on school system websites and web pages unless parents/guardians/eligible students have opted out of the release of directory information pursuant to the Family Educational Rights and Privacy Act (FERPA) and in accordance with Policy 4700, Student Records.

   c. Users may not forward or post personal communications without the author's prior consent.

   d. Students may not use school system technological resources to capture audio, video, or still pictures of other students and/or employees in which such individuals can be personally identified, nor share such ~~media~~recording or pictures in any way, without the consent of the other students and/or employees and the principal or designee. An exception will be made for recordings at events that are open to the public, such as athletic competitions, band and choral concerts, assemblies, presentations, and award ceremonies. If recording at a public event is restricted for any reason, including due to copyright issues (e.g., a school play), students, employees, and all other members of the audience will be notified of the recording restrictions before the event begins. ~~An exception will be made for settings where students and staff cannot be identified beyond the context of a sports performance or other public event or when otherwise approved by the principal.~~

10. Users may not intentionally or negligently damage computers, computer systems, electronic devices, software, computer networks, or data of any user connected to school system technological resources. Users may not knowingly or negligently transmit computer viruses or self-replicating messages or deliberately try to degrade or disrupt system performance, including by streaming audio or video for non-instructional purposes. Users may not disable antivirus programs installed on school system-owned or issued devices.

11. Users may not create or introduce games, network communications programs, or any foreign program, executable program, or software onto any school system computer, electronic device, or network without the express written permission of the technology director or designee. All school purchases of games and other software addressed by this provision, regardless of the funding source, must be approved in advance by the technology director or designee.

12. Users are prohibited from engaging in unauthorized or unlawful activities, such as "hacking" or using the computer network to gain or attempt to gain unauthorized or unlawful access to other computers, computer systems, accounts, data, or information.

13. Users are prohibited from using another individual's ID or password for any technological resource or account without permission from the individual and from the teacher or other school official. Sharing of an individual's ID or password is strongly discouraged.

14. Users may not read, alter, change, block, execute, or delete files or communications belonging to another user without the owner's express prior permission.

15. Employees shall not use passwords or user IDs for any data system (e.g., the state student information and instructional improvement system applications, time-keeping software, etc.) for an unauthorized or improper purpose.

16. If a user identifies or encounters an instance of unauthorized access or another security concern, he or she must immediately notify a teacher, school system administrator, or the technology director or designee. Users must not share the problem with other users. Any user identified as a security risk will be denied access.

17. It is the user's responsibility to back up data and other important files.

18. Employees shall make reasonable efforts to supervise students' use of the Internet during instructional time.

19. Views may be expressed on the Internet or other technological resources as representing the view of the school system or part of the school system only with prior approval by the superintendent or designee.

20. Use of social media during instructional hours, and at any time using school technology, is prohibited except when approved and monitored by a teacher or other school official. All school personnel will comply with policy 7335 Employee Use of Social Media.

21. Users who are issued school system-owned and -maintained devices for home use (such as laptops, Chromebooks, etc.) must adhere to any other reasonable rules or guidelines issued by the superintendent or technology director for the use of such devices.

Exceptions to these rules may be made for employees whose activities are necessary to carry out their job responsibilities and are authorized by law.

C. RESTRICTED MATERIAL ON THE INTERNET

The Internet and electronic communications offer fluid environments in which students may access or be exposed to materials and information from diverse and rapidly changing sources, including some that may be harmful to students. The board recognizes that it is impossible to predict with certainty what information on the Internet students may access or obtain. Nevertheless, school system personnel shall take reasonable precautions to prevent students from accessing material and information that is obscene, pornographic, or otherwise age-inappropriate or harmful to minors, including violence, nudity, or graphic language that does not serve a legitimate pedagogical purpose as well as websites, web applications, or software that do not protect against the disclosure, use, or dissemination of a student's personal information. The superintendent shall ensure that technology protection measures are used as provided in policy 3226/4205, Internet Safety, and are disabled or minimized only when permitted by law and board policy. The board is not responsible for the content accessed by using a cellular network to connect a personal device to the Internet.

D. PRIVACY

Students, employees, visitors, and other users have no expectation or right of privacy in anything they create, store, send, delete, receive, or display when using the school system's network, devices, Internet access, email system, or other technological resources owned or issued by the school system, whether the resources are used at school or elsewhere, and even if the use is for personal purposes. Users should not assume that files or communications created, transmitted, or displayed using school system technological resources or stored on servers the storage mediums of individual devices, or on school managed cloud services will be private. Under certain circumstances, school officials may be required to disclose such electronic information to law enforcement or other third parties, for example, as a response to a document production request in a lawsuit against the board, in response to a public records request, or as evidence of illegal activity in a criminal investigation.

School system personnel shall monitor online activities of individuals who access the Internet via a school-owned device. The school system may, without notice, (1) monitor, track, and/or log network access, communications, and use; (2) monitor and allocate fileserver space; and (3) access, review, copy, store, delete, or disclose the content of all user files, regardless of medium, the content of electronic mailboxes issued by the school system, and system outputs, such as printouts, at any time for any lawful purpose. Such purposes may include, but are not limited to, maintaining system integrity, security, or functionality, ensuring compliance with board policy and applicable laws and regulations, protecting the school system from liability, and complying with public records requests.

By using the school system's network, Internet access, electronic devices, email system, devices, or other technological resources, individuals consent to have that use monitored by authorized school system personnel as described in this policy.

E. USE OF PERSONAL TECHNOLOGY ON SCHOOL SYSTEM PROPERTY

Users may not use private WiFi hotspots or other personal technology on campus to access the Internet outside the school system's wireless network. Personal technology devices (including, but not limited to smart phones, tablets, laptops, etc.) may be used on campus only in accordance with written guidelines approved by the superintendent or designee. Students shall not use such devices to take and/or send pictures of other students, faculty or staff by email or other electronic means unless instructed to do so by a Watauga County Schools employee. Personal technology devices may be used in classrooms only for instructional purposes under the direction of Watauga County Schools faculty. If these devices are used for cheating, the responsible student(s) will be dealt with in accordance to Board policies on student behavior (4300 series). Students' personal devices are also governed by policy 4318, Use of Wireless Communication Devices. Use of personal technology devices is also subject to any rules established by the superintendent under a bring your own device plan authorized by Section C of policy 3220, Technology in the Educational Program, and for employees, policy 3228/7323, Use of Personal Technology to Conduct School Business. The school system assumes no responsibility for personal technology devices brought to school.

F. PERSONAL WEBSITES

The superintendent may use any means available to request the removal of personal websites that substantially disrupt the school environment or that utilize school system or individual school names, logos, or trademarks without permission.

1. Students

   Though school personnel generally do not monitor students' Internet activity conducted on non-school system devices during non-school hours, when the student's online behavior has a direct and immediate effect on school safety or maintaining order and discipline in the schools, the student may be disciplined in accordance with board

policy to the extent consistent with law (see the student behavior policies in the 4300 series and policy 4021/7230).

2. Employees

   Employees' personal websites are subject to policy 7335, Employee Use of Social Media. Employees may not use their personal websites to communicate with students, as prohibited by policy 7335 and policy 4040/7310, Staff-Student Relations.

3. Volunteers

   Volunteers are to maintain appropriate relationships with students at all times. Volunteers are encouraged to block students from viewing personal information on volunteer personal websites or online networking profiles in order to prevent the possibility that students could view materials that are not age-appropriate. An individual volunteer's relationship with the school system may be terminated if the volunteer engages in inappropriate online interaction with students.

G. USE AGREEMENTS

All students, parents, and employees will be informed annually of the information in this policy and in any applicable generative artificial intelligence (AI) guidelines developed in accordance with policy 3220, Technology in the Educational Program. Prior to using school system technological resources, students and employees must agree to comply with the requirements of this policy and the generative AI guidelines and consent to the school system's use of monitoring systems to monitor and detect inappropriate use of technological resources. In addition, the student's parent must consent to the student accessing the Internet and to the school system monitoring the student's Internet activity and electronic mailbox issued by the school system and must sign a copy of the generative AI guidelines as part of the district's Responsible Use Agreement.

H. CONSEQUENCES

Based on the nature and severity of the offense and the circumstances surrounding the incident, violations of this policy will result in appropriate remedial actions or discipline up to and including long-term suspension for students and dismissal for employees and may result in revocation of user privileges. Willful misuse may also result in criminal prosecution under applicable state and federal law.

Legal References: U.S. Const. amend. I; Children's Internet Protection Act, 47 U.S.C. 254(h)(5); 47 C.F.R. 54.516; Electronic Communications Privacy Act, 18 U.S.C. 2510-2522; Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 17 U.S.C. 101 *et seq.*; 20 U.S.C. 7131; G.S. 115C—47(70), -102.10, -325(e) (applicable to career status teachers), -325.4 (applicable to non-career status teachers); 143-805

Cross References: Curriculum and Instructional Guides (policy 3115), Technology in the Educational Program (policy 3220), Internet Safety (policy 3226/4205), Web Page Development (policy 3227/7322), Use of Personal Technology to Conduct School Business (policy 3228/7323), Copyright Compliance (policy 3230/7330), Student Behavior Policies (all policies in the 4300 series), Student Records (policy 4700), Confidentiality of Personal Identifying Information (policy 4705/7825), Public Records – Retention, Release, and Disposition (policy 5070/7350), Use of Equipment, Materials, and Supplies (policy 6520), Network Security (policy 6524), Staff Responsibilities (policy 7300), Employee Use of Social Media (policy 7335)

Other Resources: North Carolina Generative AI Implementation Recommendations and Considerations for PK-13 Public Schools, available at https://go.ncdpi.gov/AI_Guidelines

Adopted: June 8, 2015

Revised: November 14, 2016; January 13, 2020; January 10, 2022; July 11, 2024; April 15, 2025; August 11, 2025; March 9, 2026; DATE

Replaces: Policy 4.02.50, Responsible Use for Access to Networked Information Resources

Safety is of paramount concern in the transportation of students and others. Consistent with the safety goals of the Watauga County Bord of Education (the "board"), all drivers involved in transporting students or operating any vehicle in the course of carrying out their employment duties must comply with the following board requirements, as applicable.

A. SCHOOL BUS AND ACTIVITY BUS DRIVERS

School bus and activity bus drivers must:

1. possess required licenses and all other qualifications required by law;

2. undergo and follow all training required by law governing school bus and activity bus passenger safety and comply with the safety practices set out in policy 6305, Safety and Student Transportation Services;

3. not operate a school or activity bus on a public street, highway or public vehicular area while using a mobile telephone or related technology while the bus is in motion, unless such use is for the sole purpose of communicating in an emergency situation;

4. use the North Carolina crossing signals required by the State Board of Education to communicate to students when it is safe to cross the street to board the bus and when it is safe to cross the street after exiting the bus;

5. report to the principal any misconduct that is in violation of any of the student behavior policies in the 4300 series or school rules;

6. use reasonable judgment in the operation of the buses;

7. make reasonable efforts to maintain good order of the students being transported;

8. not permit any person to ride who is not assigned to the bus or has not received express permission of the principal or other designated official;

9. promptly report to the principal or other designated official any defect or other concern regarding the safety of the school bus, activity bus or other vehicle operated by the school system;

10. report to the principal or other designated official by the next workday any moving violation citations received while operating any motor vehicle, whether on or off duty;

11. promptly report to the principal or other designated official all accidents that

occurred while driving a school vehicle; and

12. comply with the requirements of policy 7241, Drug and Alcohol Testing of Commercial Motor Vehicle Operators.

B. OTHER DRIVERS

Other drivers who transport students, including volunteer drivers, and drivers who operate a vehicle for other purposes in the course of carrying out their employment duties, must:

1. possess required licenses and all other qualifications required by law;

2. be approved to transport students by the school principal and/or Human Resources office based on a background check that includes the driving record;

3. be at least 21 years of age;

4. report to the principal by the next working day any moving violation citations received while operating any motor vehicle, whether on or off duty; and

5. carry insurance if operating a privately owned vehicle.

C. VEHICLES

The only vehicles that may be used by a school system employee to transport students are school buses, activity buses, and a car or minivan owned by the Watauga County Schools or rented through a rental company approved by the Finance Office. No employee will transport students in a personal vehicle and no employee or volunteer driver will transport students in a 12-15 passenger van.

No more than ~~five~~ six students will be transported by a school system employee or volunteer in any one vehicle other than a school bus or activity bus.

The superintendent or designee shall make copies of this policy and other related policies available to drivers.

Legal References: G.S. 20-7(f)(2), -137.4, -218; 115C-47(25a), -241, -242, -244 to -246, -248, -251, -317.1; 16 N.C.A.C. 6B .0111; State Board of Education Policy TRAN-010; *North Carolina School Bus Driver Handout*, Department of Transportation, Division of Motor Vehicles, available at https://www.ncdot.gov/dmv/license-id/driver-licenses/new-drivers/Documents/school-bus-handbook.pdf

Cross References: Student Behavior Policies (4300 series), Safety and Student Transportation Services (policy 6305), Student Transportation Services (6320), Drug and Alcohol Testing of Commercial Motor Vehicle Operators (policy 7241), Insurance (policy 8340)

Adopted: April 11, 2016

Revised: August 14, 2017; November 13, 2018 and January 13, 2020; July 26, 2021; July 25, 2023; Update Date Here

Replaces: 5.04.30, Student Transportation by School System Employees

School trips designed to stimulate student interest and inquiry may be appropriate classroom extensions and may enhance learning in the classroom. School trips may help meet educational goals and objectives by connecting learning with experiences outside of the classroom environment.

All eligible students will be given an opportunity to participate in school sponsored trips. No student will be denied participation because of economic hardship or because the student has a disability.

A. AUTHORIZATION OF SCHOOL SPONSORED TRIPS

A school sponsored trip occurs when a student or group of students leaves a school campus under the sponsorship of the school and under the supervision of school employees to extend the educational experiences of that student or group. This includes such trips taken by extracurricular groups but does not include trips by athletic teams to participate in athletic events or competitions that are part of the team's regular season or playoffs. The principal must approve all school trips in advance~~.~~ and will ensure that all trips are consistent with the educational goals and objectives of the Watauga County Schools. School sponsored trips that involve travel out of state and~~/or~~ are an overnight stay must also receive prior approval from the superintendent or designee. School sponsored trips that require travel outside of the continental United States are prohibited. Non-school sponsored trips involving international travel may take place only in compliance with section G of this policy. The superintendent shall develop procedures for the request and approval of school trips.

School personnel planning trips shall submit requests for approval based on the guidelines developed by the superintendent. All school trips must be approved by the principal, superintendent, and transportation manager. In addition, out-of-state overnight trips must receive approval from the Board of Education. The superintendent has the discretion to approve field trips on an emergency basis when the timing is between regular Board of Education meetings. The superintendent shall notify the board at the next regularly scheduled meeting of any trips approved on an emergency basis.

~~School personnel planning day field trips and overnight in-state trips shall submit requests to the principal for approval a minimum of 15 days in advance. Overnight field trip requests will be forwarded to the superintendent for approval.~~

~~Requests for field trips that involve an overnight stay and out of state shall first be submitted to the principal. Following approval by the principal, the principal shall forward the request to the superintendent by the 1st day of each month for the trip request to come~~

~~before the Board of Education on the 2nd Monday of each month. The superintendent shall submit the approved requests to the Watauga County Board of Education ("board") for final approval. The superintendent has the discretion to approve field trips on an emergency basis when the timing is between regular Board of Education meetings. The superintendent shall notify the board at the next regularly scheduled meeting of any trips approved on an emergency basis and the rationale.~~

B. PARENTAL NOTICE AND CONSENT

All students who participate in a school trip must provide signed parental consent forms to participate, unless a student is officially emancipated, in which case the student can consent on his or her own behalf. A student who fails to provide a signed consent form may be denied participation in the trip. No student's grade may be lowered or raised based on parental consent to participate in the school trip. The superintendent shall develop procedures to ensure parents are given proper notice of trip details and that parents provide signed authorization and consent regarding their child's participation and care during the trip.

Students are prohibited from sharing sleeping quarters with anyone of the other biological sex as defined in G.S. 12-3.3 during a school trip unless (1) the member of the other biological sex is the student's immediate family member (i.e., a parent, sibling, or grandparent, including step or half relationships) or (2) the parents of all students sharing the sleeping quarters have provided written permission to the school.

C. COSTS

Students ~~must not~~may be charged a fee for any ~~trip that is an extension of the curriculum. The board may impose fees for other~~ school ~~trips~~trip. Pursuant to policy 4600, Student Fees, and any corresponding fee waiver or reduction procedures, any fees imposed for school trips will be waived or reduced for students who demonstrate real economic hardship.

D. STUDENT SAFETY AND DISCIPLINE

Policy ~~1510/~~4200/7270, School Safety, applies to all students, school employees, and volunteers while they are taking part in school trips. Students are also subject to the student behavior policies in the 4300 series, the Code of Student Conduct, and all school rules while participating in a school trip. The superintendent shall develop any additional regulations necessary to ensure student safety, provide adequate supervision, and clarify student behavior standards.

E. TRANSPORTATION AND OTHER ACCOMMODATIONS

Policy 6320, Use of Student Transportation Services, applies to the use of vehicles for all school trips. Policy 6315, Drivers, applies to all drivers of school buses and activity buses but does not apply to drivers of charter buses who are not subject to school board authority, aside from any agreed upon provisions in the contract with the charter company.

Any contracts with outside companies to provide transportation, lodging, or other accommodations related to a school trip must be approved in accordance with policy 6340, Transportation Service/Vehicle Contracts, and policy 6420, Contracts with the Board.

The superintendent shall develop any necessary additional regulations governing transportation on school trips. Groups planning to use a charter motor coach must follow the Watauga County Schools' guidelines. These guidelines and a list of approved commercial carriers are available on the Transportation Department page of the Watauga County Schools website.

F. CHAPERONES AND VOLUNTEERS

All chaperones and volunteers accompanying students on school trips must meet the standards established by policy 5015, School Volunteers. The superintendent shall develop any necessary additional regulations governing chaperones and volunteers on school trips. At least one chaperone for each 15 students must be maintained on a field trip that does not include an overnight stay for Kindergarten through 8th grade students. At least one chaperone for each 20 students must be maintained on a field trip that does not include an overnight stay for high school students. At least one chaperone for each 15 students must be maintained on a field trip that includes an overnight stay regardless of grade level. At least one professional staff member must accompany students on any field trip, regardless of the number of non-certified staff and/or non-staff adult chaperones going on the trip.

G. NON-SCHOOL SPONSORED TRIPS

A non-school sponsored trip is a trip or tour organized and sponsored by (1) an individual teacher or group of teachers acting as private citizens and not as school employees, (2) a travel agency, or (3) any other individual or association not employed by, sponsored by, or under contract with the board. The board and the school system assume no responsibility or liability for non-school sponsored trips.

Non-school sponsored trips may be promoted or advertised in the schools only in accordance with policy 5240, Advertising in the Schools. Promotional materials may be displayed or distributed in the schools only in accordance with policy 5210, Distribution and Display of Non-School Material. All promotional materials for non-school sponsored trips must prominently state that the trip is not sponsored or endorsed by the school or school system. Moreover, any employee who sponsors or recruits students for a non-school sponsored trip shall notify the students and their parents or guardians that the trip is not

sponsored or endorsed by the school or school system and shall obtain a signed acknowledgement from each parent that the trip is not school-sponsored. The trip sponsor must provide the principal with the planned itinerary of the trip before the trip can be promoted or advertised in school, and must provide the final itinerary, including sponsor and lodging contact information, at least one week before departure.

School employees shall not engage in any planning or administrative tasks associated with a non-school sponsored trip during the employee workday. School employees who want to use school facilities to hold a meeting concerning a non-school sponsored trip must follow the process set forth in policy 5030, Community Use of Facilities, and any corresponding regulations. School employees must use eligible leave for any time missed from work during a non-school sponsored trip.

School employees are prohibited from participating in non-school sponsored trips that conflict with instructional school days or are scheduled fewer than 10 school days prior to final exams or other state-mandated assessments.

Students will not be required to participate in any non-school sponsored trip. Students are discouraged from participating in non-school sponsored trips that conflict with instructional school days or are scheduled fewer than 10 school days prior to final exams or other state-mandated assessments. Absences for non-school sponsored trips will be designated as excused or unexcused in accordance with policy 4400, Attendance.

Legal References: G.S. 12-3.3; 115C-47, -76.110, -288, -307, State Board of Education Policy TRAN-009

Cross References: School Safety (policy ~~1510/~~4200/7270), Goals and Objectives of the Educational Program (policy 3000), Student Behavior Policies (4300 series), Attendance (policy 4400), Student Fees (policy 4600), School Volunteers (policy 5015), Community Use of Facilities (policy 5030), Distribution and Display of Non-School Material (policy 5210), Advertising in the Schools (policy 5240), Drivers (policy 6315), Use of Student Transportation Services (policy 6320), Transportation Service/Vehicle Contracts (policy 6340), Contracts with the Board (policy 6420)

Adopted: February 8, 2016

Revised: August 14, 2017; April 16, 2024~~;~~; October 6, 2025; DATE

Replaces: Board Policy 4.01.20, Instructional Program (in part)